

# CCMH FOUNDATION

Clay County Memorial Hospital  
310 West South Street  
Henrietta, Tx 76365

Invoice # 06172017  
Invoice date: 6/20/2017  
Check Date: 6/22/2017

Pay Period 06/04/2017 thru 06/17/2017

Back Pay	25,377.49
Gross Wages	127,602.69
Accrual	2,000.00
FICA	11,301.49
SUI	-
Workmen's Comp	1,361.54
Employee Benefits	24,743.54
401(k) contribution	2,308.61
Administration Fee	3,828.08

Sub-Total 173,145.95

Mileage	838.50
Reimbursements	165.00
Credit-Patient Account	(307.50)
Credit-Dietary	(375.00)
Credit-Scrubs	(595.95)
Amerisource Bergen	338.12

Total Invoice: 173,209.12

## Gina Blevins

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**From:** Debra Haehn <dhaehn@ccmhospital.com>  
**Sent:** Wednesday, June 21, 2017 9:17 AM  
**To:** Gina Blevins  
**Subject:** detail

The Department of Labor inspected our payroll records and interviewed 90% of our employees. They determined that we underpaid nursing staff and EMT's on their call pay and also lunch breaks.

I will bring you the documentation but it does have employee names on it.

Mileage is for the Home Health staff and lab runs on the weekend to Wichita Falls.

Debra



# INVOICE

Invoice Number: **920881042** P.O. Number: **PDM0167617** 1 of 1  
 Invoice Date: 06/01/2017 Order Date: 05/31/2017 Ship Date: 06/01/2017

### SELLER

**AMERISOURCEBERGEN DRUG CORP** 018  
 501 PATRIOT PARKWAY  
 ROANOKE TX 76262-6336  
 Telephone State License DEA:  
 844-222-2273 0077623 RA0316958

### BUYER

**HENRIETTA PHCY INC 340B**  
 124 NORTH BRIDGE  
 HENRIETTA TX 76365-2804  
 Acct: 100128616 / 018020965 State Lic: 14809 DEA: BH3121960

Servicing DC

Ship To

Remit To

Sold To

**AMERISOURCEBERGEN**  
 PO Box 905223  
 CHARLOTTE NC 28290-5223

**CLAY COUNTY MEMORIAL HOSPITAL**  
 310 WEST SOUTH STREET  
 HENRIETTA TX 76365

Qty	UOM Description	VND	CL	CD	Item Number	NDC/UPC	List	Unit Price	Extended Amount
Carton Number : 00018877010320909302									
1	EA LEVEMIR 100U /ML VL 10 ML	NNP	RX	Q	10029449 443832	0 0169-3687-12	322.82	0.11	0.11
2	EA VICTOZA PEN 18MG/3ML INJ 3	NNP	RX	Q	10000356 003939	0 0169-4060-13	897.17	168.85	337.70
Carton Number : 00018877010320909319									
1	EA JANUVIA 100 MG TAB 30	MSD	RX	Q	10051500 798160	0 0006-0277-31	455.07	0.31	0.31

4 Total Number of Pieces for this Invoice

Product Summary

Supplies	RX Cost	OTC Cost	Retail	G/P %
0.00	338.12	0.00	0.00	0.00

<b>Class Codes</b>	Controlled Substances 2, 2N, 3, 3N, 4, 5	RX Pharmaceuticals OT Over the Counter HB Health & Beauty	GM General Merchandise MS Medical Supplies LC Listed Chemicals	<b>CD - Legend</b>	P Price Change (Within Past 30 days) Q Contract R Program Price Z Supernet Price	T Taxable Item
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Terms: Semi-Monthly due in 10 days

**Payment Due: 06/25/2017 Total Amount: 338.12**

This wholesale distributor, or a member of the affiliate of such wholesale distributor, purchased the product directly from the manufacturer, exclusive distributor of the manufacturer, or repackager that purchased the product directly from the manufacturer. Terms of sale and claims on next page.  
 IDOC: 000001872263376 InvoiceType: ZF8 OrderType: ZSOR 20170531161730

#### Invoice Terms and Conditions

- PRICE.** Pricing for goods or services on this invoice ("Goods") are subject to change by Seller without notice. Increases in labor, freight, goods and material costs before delivery, plus applicable GPO fees and overhead may be invoiced to Buyer separately. For Goods sold at pricing based on Seller's acquisition cost, Seller may re-invoice Goods initially invoiced incorrectly. Pricing may be higher outside the continental U.S. or outside Seller's normal service area. Pricing based on Seller's acquisition cost may be adjusted due to changes in Seller's supplier relationships that adversely affect its operating margins. Premium services required by Buyer will be invoiced separately. Buyer will promptly reimburse Seller for unpaid chargebacks denied by a GPO or supplier or not paid within 45 days. Buyer will pay all taxes and other charges imposed by federal, state, local or foreign governments on manufacture, sale, shipment, import, export or use of Goods, other than Seller's income taxes ("Tax Liabilities").
- ORDER AND DELIVERY.** Except as otherwise provided, orders must be electronically transmitted and delivery is by common carrier FOB destination pursuant to Seller's instructions. Buyer assumes all risk of loss after delivery of Goods and must report damaged or lost Goods to carrier at delivery or within two days. Orders may be subject to minimum order size or small order fee. Shipping, delivery and performance dates are approximate and not guaranteed.
- FORCE MAJEURE.** Seller is not liable for delays or other failures due to causes beyond its control, including acts of Buyer, labor disputes, fire, terrorism or other casualty, acts of God, delays or shortages of transportation, products, materials, labor or fuel from Seller's usual sources at customary prices, loss of facilities, network or utility disruptions, or voluntarily foregoing a right in order to comply with or accommodate government orders, requests or laws ("Force Majeure"). During any Force Majeure period, Seller may without further liability or obligation to Buyer (a) postpone performance, (b) reduce or eliminate Goods; (c) allocate available Goods among its customers as Seller determines; and (d) if Force Majeure affects Seller's cost of operations, add to the cost of Goods its increased fuel costs, including taxes, and other costs associated with handling Goods and operations, so long as Force Majeure affects its costs. Partial cancellation will not affect Buyer's duty to pay for partial performance.
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- LIMITATIONS.** Seller's liability for claims, including negligence, will not exceed the price of specific Goods that give rise to a claim. Seller disclaims all liability related to Goods drop shipped from suppliers to Buyer, even if it provides invoicing services. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES IN CONNECTION WITH OR RELATED TO GOODS, HARDWARE, SOFTWARE, INCLUDING ORDERING SOFTWARE, OR SERVICES. Buyer must give prompt written notice of any loss or damage of Goods and must commence any related action within one year after the Invoice date.
- INDEMNIFICATION AND WAIVER.** Buyer will defend, indemnify, and hold harmless Seller, its officers, directors, representatives and affiliates ("Seller Parties") from any loss or claim against Seller Parties with respect to Goods arising in whole or in part out of (a) failure of Buyer, its agents, employees or customers ("Buyer Parties") to follow specifications, warnings or recommendations, (b) failure of Buyer Parties to comply with applicable legal requirements, including licensing, (c) failure to comply with "own use" or other supplier requirements or misuse of Goods by Buyer Parties, (d) misrepresentation by Buyer Parties; (e) negligence of any Buyer Party; (f) Tax Liabilities; or (g) alleged infringement of any patent, trademark or copyright as a result of performance pursuant to Buyer Parties' specifications. Each Buyer Party hereby waives and releases Seller Parties from all rights of contribution or indemnity to which it is otherwise entitled.
- BUYER'S CANCELLATION.** Buyer may only cancel Goods by written notice to Seller and paying reasonable cancellation charges including (a) the price of Goods delivered or completed before Seller's receipt of such notice; (b) all costs previously incurred in connection with sale and delivery of Goods, (c) a reasonable profit, and (d) Seller's expenses incurred due to such cancellation.
- ADVICE AND ASSISTANCE.** Upon request, Seller may in its discretion furnish to Buyer technical advice or assistance regarding Goods as an accommodation. Seller assumes no obligation or liability for such advice or assistance given or results obtained, which are at Buyer's sole risk.
- SELLER'S PROPRIETARY RIGHTS.** All drawings, software programs, inventions or improvements made by or for Seller in connection with Goods are Seller's property and Buyer may not reproduce or transfer them. Buyer may not use or disclose Seller's trade secrets or confidential information, whether or not designated as such, except as required in connection with use of Goods. Buyer may not disclose any pricing or other terms to Seller's competitors or use them in negotiations in order to reach an agreement with another party.
- SECURITY AGREEMENT; CREDIT AND COLLECTION.** To secure payment for Goods or otherwise, Seller hereby retains a security interest in Goods delivered and this Invoice will be a security agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect such security interest. Payment must be received in Seller's account during normal business hours on the due date and is not subject to reduction, set-off or counterclaim. Pricing reflects a prompt payment discount. If payment is not received by the due date, Seller will invoice Buyer such unearned discount by recalculating pricing (at Seller's acquisition cost + 2% or Invoice price + 2%, if greater) as of the due date. Thereafter, if payment is late, Seller may withhold any payments to Buyer and assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum rate permitted by law on the outstanding balance until paid, beginning on the first business day after such due date. Additionally, Seller may adjust future pricing to reflect Buyer's payment history. Seller is relying upon Buyer's representation of solvency and if Seller at any time reasonably believes that Buyer is insolvent or its credit is impaired, Seller may without liability to Buyer withhold performance, change payment terms, require full or partial payment in advance, repossess Goods previously delivered or take other permitted actions, each of which is an additional remedy and does not relieve Buyer's obligation to make prompt payment. If Buyer's payment is late, Buyer will pay Seller's collection costs and attorney's fees, including those to enforce its rights in a bankruptcy proceeding.
- GENERIC SUBSTITUTIONS.** Seller may substitute generically equivalent Goods from a different manufacturer without prior notice. BUYER IS SOLELY RESPONSIBLE FOR VERIFYING ACCURACY AND SUITABILITY OF GENERIC SUBSTITUTES.
- RETURNS.** Seller must authorize all returns in writing. Seller will not accept returns unless Buyer guarantees that any Goods it returns were handled in compliance with the Prescription Drug Marketing Act, other laws and Seller's return policies and may refuse Goods not purchased from Seller. If Buyer ever attempts to return any counterfeit, adulterated or other Goods that do not comply with its return authorization, Seller may refuse it and all future returns from Buyer. Seller may deduct restocking, handling and return freight charges from any return credit. Manufacturer's policies may restrict Seller from accepting return of certain Goods. Seller may refuse return of marked, soiled, or otherwise unsalable Goods, including Goods unsalable due to PDMA or other laws.
- CLAIMS.** Buyer must report claims to Seller promptly and comply with Seller's policies, giving Invoice date, number and other necessary information. Audits by Buyer must comply with Seller's audit policies.
- ALLOWANCES AND DISCOUNTS.** This Invoice may not reflect all pending allowances and discounts for Goods. Seller shall notify Buyer through additional documentation in written or electronic form of any such additional discounts. Buyer must comply with all applicable laws with respect to allowances and discounts, and must fully and accurately report and reflect allowances and discounts to federal, state and private payors to the extent required and retain this Invoice and related documentation and make them available upon request to authorized federal or state health care program officials.
- MISCELLANEOUS.** Terms of this Invoice and Seller's other standard terms supplement but do not change any formal written agreement, together, they are the entire agreement between Buyer and Seller for Goods. No modification will bind Seller unless in a formal written agreement, signed by Seller's authorized officer. Seller expressly rejects different or additional terms in Buyer's order and Buyer must accept these exact terms. Accepting Goods and payment will be deemed acceptance of such terms. No waiver by Seller of Buyer's default will waive any other default. Captions have no substantive significance. Internal Pennsylvania law governs this Invoice. Arbitration is not acceptable to Seller. All provisions of this Invoice are severable. Words, regardless of number and gender used, include any other number or gender the context requires. "And" includes "or." "Or" is disjunctive but not necessarily exclusive. "Including" means "including but not limited to."
- EQUAL OPPORTUNITY.** Seller will not discriminate against any employee or applicant because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap or any other ground prohibited by law and will meet affirmative obligations imposed by law.

This wholesale distributor, or a member of the affiliate of such wholesale distributor, purchased the product directly from the manufacturer, exclusive distributor of the manufacturer, or repackager that purchased the product directly from the manufacturer.