



## **NOTICE OF CHANGES TO YOUR ACCOUNT TERMS**

We would like to inform you of important changes regarding your deposit account(s) with Simmons Bank. Simmons Bank has amended the section of the Terms and Conditions of Your Account (“Terms and Conditions”) titled “DISPUTE RESOLUTION BY BINDING ARBITRATION”. **The amendments will apply to your deposit account(s) with Simmons Bank starting August 1, 2024 unless you send us a valid Rejection Notice before August 1, 2024.**

A summary of the changes is provided below. The full text of the amendments is reprinted beginning on the next page. If you don’t agree to the changes and want to reject them, instructions for doing so are on page 5.

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### **Summary of Changes**

*This Summary of Changes provides a high-level overview of the main changes to the Terms and Conditions, which will be effective **August 1, 2024**. However, this summary is not meant to be a comprehensive discussion of every change made, and we strongly recommend that you review the text of the amendments to the Terms and Conditions in their entirety for a full understanding.*

Simmons Bank is updating the section of the Terms and Conditions titled “DISPUTE RESOLUTION BY BINDING ARBITRATION.” As before, that section requires that disputes be resolved by individualized arbitration before the American Arbitration Association (AAA) and not by jury trial or class action. Some key changes to that section are as follows:

- We’ve made the notice of dispute process that precedes arbitration easier and safer for customers. Notices no longer have to be sent by certified mail, and we’ve added additional safeguards (such as a signature requirement) to help make sure that unauthorized third parties don’t try to use the process to gain improper access to your account.
- To make it easier to resolve disputes informally, we’ve added the right for either you or us to request a phone or video conference before arbitration to discuss a resolution, given the parties 60 days to request that conference to try to work things out, and paused time limits for bringing claims while they do so.
- We’ve expanded options for going to court to challenge whether a claim belongs in arbitration. Now, courts in Arkansas, Oklahoma, and Texas can hear those claims too, in addition to any other court with jurisdiction (such as the courts in your home state).
- We’ve updated the description of the rules that apply in arbitration to include the AAA’s new Mass Arbitration Supplementary Rules. In a mass arbitration, those rules and the AAA’s new fee schedule for mass arbitrations will apply. See [adr.org/mass-arbitration](https://adr.org/mass-arbitration) for details.
- We’ve specified that if, after exhaustion of all appeals, a court declares unenforceable the arbitration clause’s prohibitions on consolidation or non-individualized relief or proceedings, then all other arbitrable aspects of the case must be arbitrated first. After completing arbitration, the remaining non-arbitrable aspects of the case will be decided by a court.
- We’ve simplified and expanded customers’ right to opt out of arbitration. Even if a customer didn’t previously reject the arbitration provision, if we change the arbitration provision, then the customer will have a new opportunity to reject that provision and opt out of arbitration.



### **Amendments to the Terms and Conditions of Your Account (Effective August 1, 2024)**

1. The section of the Terms and Conditions of Your Account titled “DISPUTE RESOLUTION BY BINDING ARBITRATION” is amended and restated in its entirety to read as follows:

#### **DISPUTE RESOLUTION BY BINDING ARBITRATION**

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (9) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

**(1) Claims Subject to Arbitration:** Except as specified in paragraph (2) below, **any dispute or claim** between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this agreement.

In this arbitration provision only, references to “we”, “us”, and “our” mean the financial institution and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities’ agents and employees. In this arbitration provision only, references to “you” and “your” mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person’s assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner’s parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities’ agents and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other’s behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this agreement.

**(2) Claims Not Subject to Arbitration:** You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;



- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note; and
- disputes over the scope and enforceability of this arbitration provision or whether a dispute or claim can or must be brought in arbitration.

These exclusions from arbitration are intended to be interpreted narrowly. Excluded claims must be resolved by a court with jurisdiction.

**(3) Pre-Arbitration Notice of Disputes and Informal Settlement Conference:** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice to us should be sent to: Legal Department, Simmons Bank, P.O. Box 7009, Pine Bluff, Arkansas 71611-7009 (“Notice Address”). The Notice to you will be sent to your address on file with your account. The Notice must include: (a) the claimant’s name, mailing address, email address (if any), and phone number (if any); (b) the account number(s) at issue; (c) a description of the underlying facts and basis of the claim or dispute; and (d) the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To help safeguard your account, if you have retained a lawyer to submit your Notice, you must also provide with the Notice your personally signed written authorization allowing us to discuss the Notice, the dispute, and your account(s) with your lawyer (“Attorney Authorization”). After receipt of the Notice, we may ask you to verify your identity and/or the fact that you authorized submission of the Notice or disclosure of account information to your lawyer (“Verification”). You agree to cooperate with any reasonable request for Verification.

No later than 60 days after a signed Notice containing all of the required information above is received (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested), either party may request an individualized discussion (by telephone or videoconference) regarding settlement (“Informal Settlement Conference”). The parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be held after the 60-day period). You and our designated representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) can also participate.

Any applicable statute of limitations or contractual limitations periods will be tolled during the “Informal Resolution Period”, which is the period between the date that a fully complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

**(4) Commencing Arbitration:** An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless the non-claimant failed to cooperate in good faith in scheduling the Informal Settlement Conference. A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. In addition to any other court that may have jurisdiction to hear disputes over compliance with this paragraph, the parties agree that the state and federal courts in Arkansas, Oklahoma, or Texas may hear such disputes, and the parties waive any objections as to jurisdiction and venue in any of those courts. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice, Informal Settlement Conference, and other requirements of paragraph (3). If a process arbitrator has been appointed at the request of a party, the process arbitrator also has the same authority as a court to enforce this paragraph (4).

**(5) Arbitration Procedure and Minimum Recovery:** The arbitration will be governed by the Consumer Arbitration Rules and, if applicable, the Mass Arbitration Supplementary Rules of the American Arbitration Association (“AAA”),



as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address. As in court, you and we agree that any lawyer representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator's ruling is not binding except in proceedings involving the same customer (or joint account owner). Except as provided in paragraph (7) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. As permitted by the AAA rules, the arbitrator may conduct proceedings through an in-person hearing, by telephone or videoconference, or on the basis of documents submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and the requirements in paragraphs (3) and (4) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award (the "Minimum Recovery"). In determining whether you are entitled to the Minimum Recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to entitlement to the Minimum Recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

**(6) Arbitration Fees:** We will pay all AAA filing, administrative, and arbitrator fees ("AAA Fees") if we initiate an arbitration. Except as specified below, if you initiate an arbitration of claims valued at \$10,000 or less, we will pay all AAA Fees, so long as you have fully complied with the requirements in paragraphs (3) and (4). In such cases, if the AAA charges you a fee, we will either pay it directly or reimburse you upon receiving a written request at the Notice Address. If, however, the arbitrator finds that you have violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of AAA Fees will be governed by the AAA rules. In such case, you agree to reimburse us for any amounts we paid on your behalf that are otherwise your obligation to pay under the AAA rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than \$10,000 (either to you or to us), the payment of these fees will be governed by the AAA rules. Notwithstanding the foregoing, if the AAA's Mass Arbitration Supplementary Rules and fee schedule apply to your arbitration, the parties will each be responsible for paying their share of any fees assessed by the AAA under those rules and fee schedule. In any case, if you cannot afford your share of such fees, you may request a fee waiver from the AAA. If the AAA declines to waive the fees (after submission of any required documentation), we will consider any reasonable written request to reimburse your share of the fees or pay them directly.

**(7) Requirement of Individual Arbitration:** The arbitrator may award relief (including monetary, declaratory, or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on consolidation or non-individualized relief or proceedings, then all other



arbitrable aspects of the case must be arbitrated first. After completing arbitration, the remaining non-arbitrable aspects of the case will be decided by a court.

**(8) Additional Procedures for Complex Disputes:** If the actual damages sought by either you or us in an arbitration exceeds \$250,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then the following additional procedures apply. First, if you are a business customer, the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply and, unless you and we agree otherwise, the dispute shall be resolved by a three-arbitrator panel, with each party choosing one arbitrator from the AAA's roster and the two party-appointed arbitrators selecting a third, who shall preside over the panel. If you are a consumer customer, the same switch to the Commercial Arbitration Rules and a three-arbitrator panel shall apply if both you and we agree. Second, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

**(9) Right to Reject Arbitration Provision:** If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, account number, and a statement personally signed by you that you are rejecting the arbitration provision in this agreement; and (b) be received by us within 30 days after the opening of your account. If we have notified you of changes to the arbitration provision in the agreement for your existing account (other than a change to the Notice Address), you may send us a Rejection Notice even if you did not do so earlier, so long as your Rejection Notice is postmarked on or before the effective date of the amendment to the arbitration provision. If your Rejection Notice complies with these requirements, this agreement shall be deemed not to include an arbitration provision. Rejecting this arbitration provision will not affect your other rights or responsibilities under this agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

**(10) Military Lending Act:** If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

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#### **How to Reject the Amendments to the Terms and Conditions of Your Account**

If you agree to the new "Dispute Resolution by Binding Arbitration" section, you don't need to do anything. The amendments to that section of the Terms and Conditions will go into effect on August 1, 2024. Continuing to have your deposit account(s) after that date means you agree to the changes unless you have sent us a valid Rejection Notice.

If you don't agree to the changes, you may contact us at 1-866-246-2400 and request that your deposit account(s) be closed or you may reject the new "Dispute Resolution by Binding Arbitration" section and opt out of arbitration by sending us a valid Rejection Notice before August 1, 2024. The Rejection Notice must include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision, and be sent to Legal Department, Simmons Bank, P.O. Box 7009, Pine Bluff, Arkansas 71611-7009. To be valid, the Rejection Notice must be postmarked on or before August 1, 2024.



Jack County Hospital District  
DBA Park View Care Center  
215 Chi sholm Trl  
Jacksboro TX 76458-1403

### CHECKING ACCOUNTS

**NOTICE OF CHANGE IN TERMS:** Important changes regarding your Simmons Bank deposit account are disclosed with your statement. These changes are effective 8/1/24. Enclosed are: a Notice of Changes to Your Account Terms, a summary of the changes, amendments to the Terms and Conditions of Your Account, and instructions for how to reject the amendments if you don't agree to the changes.

Public Funds Int Checking		Number of Enclosures	0
Account Number	XXXXXXXXXXXX3482	Statement Dates	6/03/24 thru 6/30/24
Previous Balance	117,152.96	Days in the statement period	28
27 Deposits/Credits	388,467.24	Average Ledger	162,088.15
3 Checks/Debits	450,000.00	Average Collected	162,088.15
Service Charge	.00	Interest Earned	620.01
Interest Paid	620.01	Annual Percentage Yield Earned	5.10%
Current Balance	56,240.21	2024 Interest Paid	2,373.83

### Deposits and Additions

Date	Description	Amount
6/03	HCCLAIMPMT HNB - ECHO 756004585 TRN*1*1138589263*1341858379\	2,004.04
6/03	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009 TRN*1*0SR447691316341407*17460 00156~	30,520.24
6/04	HCCLAIMPMT HNB - ECHO 756004585 TRN*1*1138803131*1341858379\	30.89
6/04	HCCLAIMPMT UnitedHealthcare 756004585 TRN*1*24152B1001109461*1860507 074*0000UHCEX\	7,000.00
6/06	HCCLAIMPMT NOVITAS SOLUTION 455606 TRN*1*EFT7087753*1205296137*00 0004011\	84.47
6/07	HCCLAIMPMT NOVITAS SOLUTION 455606 TRN*1*EFT7088953*1205296137*00 0004011\	1,369.68
6/07	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	12,137.23



Public Funds Int Checking XXXXXXXXXXXX3482 (Continued)

**Deposits and Additions**

Date	Description	Amount
	TRN*1*0SR501381316341407*17460 00156~	
6/10	HCCLAIMPMT NOVITAS SOLUTION 455606	12,273.97
	TRN*1*EFT7090049*1205296137*00 0004011\	
6/11	HCCLAIMPMT NOVITAS SOLUTION 455606	17.58
	TRN*1*EFT7090895*1205296137*00 0004011\	
6/11	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	1,123.36
	TRN*1*0SR536101316341407*17460 00156~	
6/12	HCCLAIMPMT NOVITAS SOLUTION 455606	114.93
	TRN*1*EFT7091640*1205296137*00 0004011\	
6/12	MOLINAACH MOLINA HEALTHCAR 01288618	50,542.97
	ISA* * * * *ZZ* *ZZ*	
	*240611*1228*U*00200* 000000000*0*P*:\	
	ST*820*0001\ BPR*C*50542.97*C*ZZZ\ REF*CK*01288618\ ENT*000001\ RMR*IV*QIPP-YR7-APRIL24-372*PO *50542.97**\ REF*PO*\ DTM*003*240606\ SE*8*0001\	
6/14	HCCLAIMPMT HNB - ECHO 756004585	220.92
	TRN*1*1140403548*1341858379\ HCCLAIMPMT HEALTH HUMAN SVC	4,988.72
6/14	17560045852009 TRN*1*0SR589271316341407*17460 00156~	
6/17	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	261.90
	TRN*1*0SR606731316341407*17460 00156~	
6/18	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	14,934.66
	TRN*1*0SR621701316341407*17460 00156~	
6/20	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	2,481.27
	TRN*1*0SR651521316341407*17460 00156~	
6/21	HCCLAIMPMT NOVITAS SOLUTION 455606	368.78
	TRN*1*EFT7099154*1205296137*00 0004011\	
6/21	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009	6,363.09
	TRN*1*0SR668541316341407*17460 00156~	
6/24	HCCLAIMPMT NOVITAS SOLUTION 455606	7,437.20
	TRN*1*EFT7100972*1205296137*00 0004011\	





Public Funds Int Checking XXXXXXXXXXXX3482 (Continued)

**Deposits and Additions**

Date	Description	Amount
6/24	E-PAYMENT ANTHEM HP AP EE52818864 ISA*00* *00* *ZZ*BCCACP4010 *ZZ*BOFAOR IG *240620*2301*U*00401* 000437134*1*P*>~GS*RA*BCCACP40 10*BOFAORIG*20240620*2301*4371 34*X*004010~ST*820*397357262~B PR*U*102088.71*C*ACH*CTX*01*12 1000358*DA*3299126476*13521457 15**01*111903407*DA*1033482*20 240624~TRN*1*EE52818864~REF*TN **E-PAYMENT~N1*PR*ANTHEM HP AP ~N1*PE*JACK COUNTY HOSPITAL D~ ENT*1~RMR*IV*TXQIPP202404NF27* PI*102088.71*102088.71~NTE*INV *QIPP 04 2024 PARK VIEW CARE C ENTER~REF*PQ*16805734~DTM*003* 20240603~SE*12*397357262~GE*00 01*437134~IEA*0001*000437134~	102,088.71
6/25	HCCLAIMPMT HNB - ECHO 756004585 TRN*1*1141493264*1341858379\	71.05
6/25	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009 TRN*1*0SR700591316341407*17460 00156~	30,614.76
6/25	HCCLAIMPMT NOVITAS SOLUTION 455606 TRN*1*EFT7102420*1205296137*00 0004011\	64,947.79
6/26	HCCLAIMPMT HNB - ECHO 756004585 TRN*1*1141854086*1341858379\	84.77
6/26	HCCLAIMPMT HEALTH HUMAN SVC 17560045852009 TRN*1*0SR715151316341407*17460 00156~	20,884.26
6/27	HCCLAIMPMT UnitedHealthcare 756004585 TRN*1*24178B1000379973*1860507 074*0000UHCEX\	15,500.00
6/30	Interest Deposit	620.01

**Checks and Withdrawals**

Date	Description	Amount
6/11	Transfer CH x3482 to CH x4049 TMID:9b32f4dc-aefa-4 G to N	50,000.00-
6/17	Transfer CH x3482 to CH x4049 TMID:91fc96ea-57fe-4 G to N	100,000.00-
6/28	Transfer CH x3482 to CH x4049 TMID:56d9c80d-7553-4 Trsf G to N	300,000.00-

**Daily Balance Information**

Date	Balance	Date	Balance	Date	Balance
6/03	149,677.24	6/12	184,372.32	6/24	223,517.57
6/04	156,708.13	6/14	189,581.96	6/25	319,151.17
6/06	156,792.60	6/17	89,843.86	6/26	340,120.20
6/07	170,299.51	6/18	104,778.52	6/27	355,620.20
6/10	182,573.48	6/20	107,259.79	6/28	55,620.20
6/11	133,714.42	6/21	113,991.66	6/30	56,240.21





**Simmons Bank®**  
MEMBER FDIC | 866.246.2400

Date 6/28/24 Page 4  
Primary Account XXXXXXXXXXXX3482  
Enclosures

Public Funds Int Checking XXXXXXXXXXXX3482 (Continued)

**Thank you for banking with Simmons Bank.**

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\*\*\*\*\***END OF STATEMENT**\*\*\*\*\*  
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We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.