


SOMERVELL COUNTY HOSPITAL DISTRICT
D/B/A GLEN ROSE MEDICAL CENTER
SPECIAL BOARD MEETING
MARCH 9, 2023 AT 7PM
HOSPITAL BOARD ROOM

MINUTES

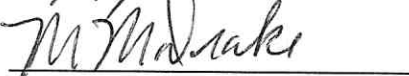
- I. Meeting was called to order at 7:00 pm.
- II. Four (4) members were present (creating a quorum). Brett Nabors, Joe Cathey and Dr. Vacek were not present.
- III. Public Comments – None
- IV. Executive Closed Session – Personnel Matters {Moved IV & V to the end of the meeting}
 - a. Somervell County Hospital District will convene in Executive Session pursuant to Section 551.074 of the Texas Government Code to discuss evaluation of Chief Executive Officer
Out for Executive Closed Session at 7:06 pm
- V. Reconvene into Open Session
 - a. Discuss and if necessary take action on items from Executive Session.
The Board Reconvened into Open Session at 8:45 pm. No Action Needed
- VI. Discuss and if necessary take action to approve Hospitalist Coverage Agreement for the new Hospitalist program
After a short discussion, Margaret Drake moved to approve the Hospitalist Coverage Agreement for the new Hospitalist program. Mary Collier seconded (2nd) the motion. Motion passed 4-0.
- VII. Discuss and if, necessary take action to approve Contract with Somervell County Appraisal District for Tax Assessment and Collection Service
No discussion necessary because it is the same contract as last year. Mary Collier moved to approve the Contract with Somervell County Appraisal District for Tax assessment and Collection Service. Margaret Drake seconded (2nd) the motion. Motion passed 4-0.
- VIII. Discuss and if necessary take action to approve purchase of Ortho equipment for OR.
During a short discussion, Michael Honea, CEO explained that the equipment had already been purchased, prior to this Board Meeting, for the safety of our patients. Margaret Drake moved for the approval of the purchase of Ortho equipment for OR. Max Bly seconded (2nd) the motion. Motion passed 4-0.
- IX. Adjourn
Motion was made by Max Bly and seconded (2nd) by Mary Collier to adjourn the meeting at 8:48 pm. Motion passed 4-0.

THIS BUILDING IS WHEELCHAIR ACCESSIBLE, AND REQUESTS FOR SIGN LANGUAGE INTERPRETATION OR OTHER SPECIAL SERVICES MUST BE MADE 48 HOURS AHEAD OF MEETING. TO MAKE ARRANGEMENTS, CALL MICHAEL HONEA 254-897-1471 OR (TDD) 1-800-RELAY-TX (1-800-735-2989)


Ron Hankins, President



Max Bly, Vice President


Brett Nabors


Margaret Drake


Dr. Steven Vacek


Joe Cathey


Mary Collier

POSTED
DATE 3-2-23
9:36 A.M. P.M.
BY *Michelle Reynolds* Deputy
KC

AGENDA

SOMERVELL COUNTY HOSPITAL DISTRICT
SPECIAL BOARD MEETING
MARCH 9, 2023 AT 7:00PM
HOSPITAL BOARD ROOM
1021 HOLDEN STREET, GLEN ROSE, TEXAS

FILED
MICHELLE REYNOLDS
COUNTY CLERK
SOMERVELL CO., TEXAS
2023 MAR -2 AM 9:31
DEPUTY
BY *KC*

Mission Statement

Somervell County Hospital District Board is dedicated to providing an environment in which the GRMC Hospital can deliver excellent quality of care and safety to its patients, while maintaining financial viability.

- I. Call to Order
- II. Record of Attendance
- III. Public Comments
- IV. Executive Closed Session – Personnel Matters
 - a. Somervell County Hospital District will convene in Executive Session pursuant to Section 551.074 of the Texas Government Code to discuss evaluation of Chief Executive Officer
- V. Reconvene into Open Session
 - a. Discuss and if necessary take action on items from Executive Session
- VI. Discuss and if necessary take action to approve Hospitalist Coverage Agreement for the new Hospitalist program
- VII. Discuss and if necessary take action to approve Contract with Somervell County Appraisal District for Tax Assessment and Collection Service
- VIII. Discuss and if necessary take action to approve purchase of Ortho equipment for OR
- IX. Adjourn

THIS BUILDING IS WHEELCHAIR ACCESSIBLE, ANY REQUESTS FOR SIGN LANGUAGE INTERPRETATION OR OTHER SPECIAL SERVICES MUST BE MADE 48 HOURS AHEAD OF MEETING. TO MAKE ARRANGEMENTS, CALL MICHAEL HONEA 254-897-1471 OR (TDD) 1-800-RELAY-TX (1-800-735-2989)

Sharla R. Wilson

Sharla R. Wilson, Secretary of the Board of Directors

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HOSPITALIST COVERAGE AGREEMENT

This Hospitalist Coverage Agreement (this "*Agreement*") is entered into effective as of March _____, 2023 ("*Effective Date*") by and between Somervell County Hospital District dba Glen Rose Medical Center ("*Hospital*"), and Glen Rose Healthcare, Inc., a Texas nonprofit corporation ("*Group*"). Hospital and Group are sometimes referred to in this Agreement, individually, as a "*Party*" or, together, as the "*Parties*."

RECITALS

- A. Hospital is an acute care hospital located in Glen Rose, Texas;
- B. Hospital is in need of physicians to provide hospitalist services ("*Services*") at Hospital to Hospital's patients who require the Services (regardless of financial condition, insurance coverage, or ability to pay) ("*Patients*") in accordance with the terms and conditions of this Agreement; and
- C. Group, through its physician employees, contractors and/or members ("*Physicians*"), is willing to provide the Services to Patients as provided in the terms and conditions of this Agreement.

In consideration of the mutual promises set forth in this Agreement, Hospital and Group agree to the following terms:

AGREEMENT

1. Engagement; Responsibilities of the Parties.

(a) Services. Hospital hereby engages Group to provide the Services to Patients, and Group hereby accepts such engagement and agrees to provide the Services to Patients in accordance with the terms of this Agreement when a patient of Group has been admitted to Hospital.

(b) Group's Obligations.

(i) Group shall ensure that each Physician complies with all applicable terms and conditions of federal and state health care programs during the Term.

(ii) Group shall ensure that each Physician provides the Services to Patients as required to provide appropriate medical care and comply with the terms and conditions of this Agreement. Group shall ensure that each Physician complies with applicable standards of medical care and provide the Services on a timely basis in a non-discriminatory manner in order that all patients receiving care from Group or entitled to receive care hereunder from Group receives such care as required under applicable laws and regulations, the medical staff bylaws of Hospital, the terms of federal and state health care programs, and The Joint Commission standards.

Nothing herein shall entitle Group to withhold medically necessary care. Group shall provide such care on a non-discriminatory basis regardless of the ability of patients to pay. Under no circumstances will Group withhold the Services from any patient for any financial reason. It is the intent of the Parties that the purpose of this Agreement is to assist patients and not to prohibit or inhibit Group from providing appropriate medical care. Group shall not be required, nor shall this Agreement be interpreted to imply, that Group is prohibited or encouraged not to provide medical care on a timely basis by reason of this Agreement.



(iii) Group shall ensure that each Physician prepares and submits such complete and accurate administrative, business and medical records and reports related to and documenting Physician's professional services rendered under this Agreement. Such records and reports shall be submitted in intervals and in such format as Hospital may require.

(iv) Group shall ensure that each Physician furnishes any and all information, records and other documents related to the Services hereunder which Hospital may require in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Hospital to assess and improve the quality and efficiency of Hospital's services. As reasonably requested, Group shall ensure that Physicians participate in one or more of such plans and/or programs.

(v) Neither Group nor Physician shall have the right or authority to enter into any contract in the name of Hospital or otherwise bind Hospital without the prior express written consent of Hospital.

(vi) Group shall ensure that each Physician complies with Hospital's and its medical staff's bylaws, rules and regulations, policies and procedures, programs, protocols and directives.

(vii) Group shall ensure that each Physician performs all services under this Agreement in accordance with any and all applicable health care standards and regulatory and accreditation standards applicable to Hospital, including without limitation, those requirements imposed by The Joint Commission, the Medicare/Medicaid conditions of participation and any amendments thereto and applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 as codified at 42 § 1320d through d-8 ("*HIPAA*"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "*Federal Privacy Regulations*") and the federal security standards as contained in 45 CFR Part 164 (the "*Federal Security Regulations*").

(viii) It is the express desire of the Parties that Patients receive quality medical services from physicians at a reasonable cost. Therefore, professional fees for patient care services furnished by Group shall be reasonable in relation to the customary fees and prevailing rates charged for comparable services by other physicians nationally, but especially in the community.

(ix) To effectuate the preference of Patients and to promote continuity of care, Group shall ensure that Physicians refer or admit such Patients for inpatient and outpatient services and procedures to Hospital or its Hospital affiliates when Patients require additional services related to the Services performed by Group, through Physicians, under this Agreement unless: (a) the Patient expresses a preference for a different provider, (b) the Patient's insurer determines the provider, or (c) the referral is not in the Patient's best medical interests in Physicians' judgment. Outside of the services described above, the Parties acknowledge that nothing contained herein shall be interpreted to require or obligate Group or Physicians to admit or cause the admittance of patients to Hospital or an affiliate of Hospital, or to utilize Hospital services. The Parties further acknowledge that none of the benefits granted to the Parties under this Agreement is conditioned on any requirement or expectation that the Parties or Physicians make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b).

(c) Representations and Warranties of Group.

(i) Group represents and warrants that each Physician is, and during the Term shall remain (a) duly licensed and in good standing under the laws of the State of Texas to engage in the unrestricted practice of medicine, (b) registered to administer and prescribe controlled substances, (c) a member, contractor or employee of Group, and (d) approved by Hospital to provide services under this Agreement. Group represents and warrants that each Physician's license to practice medicine and registration to prescribe and administer medications and controlled substances in the State of Texas or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of or subject to disciplinary action, probated, or restricted in any way. Group further represents and warrants that no Physician has been subject to disciplinary or corrective action by any hospital or licensing agency. Upon request, Group shall provide to Hospital third-party documentation to evidence the accuracy of the foregoing representations and warranties and, upon request, shall authorize (in writing if requested) Hospital to obtain verification directly from third parties.

(ii) Group represents and warrants that each Physician has or will obtain prior to the Effective Date, and during the Term shall maintain, Medical Staff membership and appropriate clinical privileges in good standing at Hospital as a condition to performing the Services under this Agreement. This Agreement is not, however, and shall not be construed as, any form of guarantee or assurance by Hospital that Physician will obtain or retain Medical Staff and/or clinical privileges at Hospital. Those matters are governed solely by the Medical Staff bylaws as in effect from time-to-time.

(iii) Group represents and warrants that neither it, its Physicians nor any healthcare entity in which Group or a Physician has an ownership or controlling interest or is an officer or managing employee of is or has ever been, and during the Term shall not be: (a) sanctioned within the meaning of the Social Security Act Section 1128A or any amendments thereof; (b) convicted of violating the federal law known as the "Stark Law," federal False Claims Act, federal Medicare and Medicaid Anti-kickback Statute, EMTALA, federal civil monetary penalties statute, and equivalent Texas laws; or (c) debarred, excluded or suspended from participation in any federal or state health care program.

(iv) Group represents and warrants that the execution and delivery of this Agreement and the performance of the professional services rendered by it through Physicians under this Agreement do not and will not violate any provisions of, or constitute a default under, any contract or other agreement to which Group or a Physician is a party or by which it/he/she is bound.

(v) Group agrees to notify Hospital within three (3) days in the event any representation or warranty by Group set forth in this Agreement shall no longer be true, correct or complete.

2. Compensation.

(a) Except as provided herein, neither Hospital nor Group shall charge the other for services provided under this Agreement.

(b) Group shall be responsible for the processing, billing and collection of all charges to patients and third-party payors separately from Hospital for the amount of the professional component of the services furnished by Group under this Agreement. Group and each Physician shall cooperate with Hospital and its billing personnel as reasonably requested in the provision of information and the completion of any necessary forms for third-party reimbursement or other billing and collection efforts by Hospital related to non-physician services.

(c) The Parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value. Furthermore, Group's compensation was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the Parties.

3. Term and Termination.

(a) Term of Agreement. This Agreement shall remain in force and effect for twelve (12) months unless earlier terminated as set forth below. This Agreement shall automatically renew for additional 12-month terms. If this Agreement is terminated at any time during the first twelve (12) months with or without cause, the Parties agree that they will not enter into the same or substantially the same arrangement until after the first anniversary of the Effective Date.

(b) Termination without Cause. Either Party may terminate this Agreement at any time without cause upon providing at least thirty (30) days' prior written notice to the other Party, in which case this Agreement shall terminate on the future date specified in such notice.

(c) Termination upon Mutual Agreement. This Agreement shall terminate on such date as Hospital and Group may mutually agree in writing.

(d) Termination for Breach. Either Party may terminate this Agreement upon the default of the other Party of any term, covenant, or condition of this Agreement, where such default continues for a period of ten (10) days after the defaulting Party receives written notice thereof from the other Party specifying the existence of such default. If such default is not cured within the time specified, this Agreement shall terminate at the end of the ten (10) day period without further notice or demand. If termination is a result of Group's breach of the Agreement, such termination does not relieve Group or Group's representatives, in any way, of its/his/her obligations to provide on-call coverage at Hospital to the extent required by Hospital's Medical Staff bylaws, rules and regulations.

(e) Termination for Cause. Hospital may terminate this Agreement immediately as to a Physician or as to Group:

(i) upon the charging of a Physician for a felony or for any act of moral turpitude;

(ii) upon its determination that patient health or safety is in imminent and serious danger from a Physician's actions;

(iii) upon its determination that any representation or warranty by Group set forth in this Agreement is no longer true, correct or complete;

(iv) a determination by Hospital that Group has done something to cause material harm to the business reputation of Hospital; or

(v) upon the performance or attempted performance of any of Group's obligations through a Physician who does not meet the qualifications set forth in this Agreement or who has been excluded from rendering services under this Agreement.

If Hospital exercises its right to terminate this Agreement as to a Physician as set forth above, the termination of this Agreement by Hospital with respect to such defaulting Physician shall not affect the

rights of Group or the other Physicians under this Agreement, subject to the terms and conditions of this Agreement.

(f) Change in Law. If there is a change in any law, regulation or rule, state or federal, which adversely affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either Party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that Party's business operations or its rights or obligations under this Agreement, then the Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to maintain compliance with such laws, rules or regulations. If the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change in law, either Party may terminate this Agreement immediately by written notice to the other Party.

(g) Effects of Termination. Upon any termination of this Agreement, neither Party shall have any further rights against, or obligation to, the other Party, except with respect to any rights or obligations accruing prior to the date and time of termination, and any obligations, promises, or agreements which expressly extend beyond the termination, including, but not limited to the continuing obligations provided for in this Agreement regarding insurance, responsibility, confidentiality and conflicts of interest.

4. Relationship of the Parties.

(a) It is mutually understood and agreed that in the performance of the Services under this Agreement, Group and Physicians are at all times acting as independent contractors as to Hospital. It is expressly agreed and understood that neither Group nor a Physician shall for any purpose be deemed to be or shall be represented to be an employee, agent, ostensible or apparent agent, servant, partner or joint venture of Hospital. Group shall be solely responsible for determining the manner in which Group's services are provided and ensuring that such services are rendered in a manner consistent with the goals and objectives referenced in this Agreement. The Parties agree to take any and all action as may be reasonably requested by either of them to inform the public, patients of Hospital, and others utilizing Hospital, of the independent contractor nature of their relationship.

(b) Hospital will not withhold from any amounts paid to Group for the Services provided under this Agreement any sum for income tax, unemployment insurance, social security or any other withholding under any law or requirement of any governmental body not applicable to independent contractor relationships. Group shall submit reports and returns, make any necessary payments, and maintain any records required by any local, state or federal governmental agency (such as estimated tax payments and payment of self-employment taxes).

5. Insurance. Group represents and warrants that Group and each Physician has or will obtain prior to the Effective Date, and during the Term shall maintain in full force and effect, professional liability insurance as required for membership on the Medical Staff ("**Malpractice Insurance**"). If the Malpractice Insurance coverage is on a claims-made basis and Group or a Physician ceases to maintain this professional liability coverage or changes insurance carriers, Group or Physician shall obtain from an insurance carrier acceptable to Hospital an unlimited reporting endorsement or extended coverage policy ("**tail**") in the amount of the prior policy covering all acts or occurrences during the term of this Agreement as to which claims may still be asserted. On or before the Effective Date, and thereafter upon request, Group shall promptly deliver to Hospital certificates of insurance evidencing such coverage.

6. Responsibility. Each Party shall be solely responsible for its own acts, omissions and/or negligence in the provision of medical or health care services to patients.

7. Ownership of/Access to Books and Records.

(a) Government Access to Books and Records. Group agrees to comply with all applicable federal and Texas laws governing the maintenance of documentation to verify the cost of services rendered under this Agreement. To the extent required by law, upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, Group shall make available those contracts, books, documents and records necessary to verify the nature and extent of costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If any of the duties of this Agreement are carried out through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Group agrees to include this requirement in any subcontract. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)1) and the regulations thereto.

(b) Notice to Hospital. If Group receives a request or demand to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation by any party, Group agrees to notify Hospital in writing of the nature and scope of such request or demand within two (2) business days after receipt of such request or demand. Group shall make available to Hospital, upon written request of Hospital, all such books, documents or records. Group will cooperate with Hospital in any action brought by or on behalf of Hospital in opposition to such request or demand.

(c) Ownership of Records. Group acknowledges that all records are and shall remain the property of Hospital, subject to such access and review by Group as permitted by applicable law.

8. Confidentiality.

(a) Patient Information; Hospital Information. Group recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Group and its Physicians may have access to certain patient and/or Hospital information that is confidential and/or proprietary and not otherwise available to the public ("**Confidential Information**"). Group warrants and covenants to Hospital that neither Group nor its Physicians will at any time, either during or subsequent to the Term, disclose to others, use, copy or permit to be copied, any Confidential Information without Hospital's express prior written consent, except as may be required by law. Group shall ensure that each Physician conducts him/herself in strict conformance to applicable laws and policies of Hospital governing Confidential Information. Access to Confidential Information is permitted only as authorized and as required for legitimate purposes in the performance of Group's role.

(b) Terms of this Agreement. Except for disclosure to legal counsel, accountants, or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Group agrees not to disclose the terms of this Agreement to any person who is not a Party or signatory of this Agreement, unless disclosure thereof is required by law or consented in writing to by Hospital.

9. General Provisions.

(a) Notices. Notices or communications to be given under this Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service,

confirmed telefacsimile or registered or certified mail, postage prepaid, to the respective addresses set forth on the signature page, or at such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by registered or certified mail, postage prepaid, one (1) business day after delivery if by an overnight delivery service, or upon transmission confirmation if by telefacsimile. A "*business day*" is a day on which the United States Postal Service delivers mail in Glen Rose, Texas.

(b) Entire Agreement; Representation; Construction. This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto.

(c) Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

(d) Incorporation by Reference. Any Schedules, Exhibits or Attachments referred to in this Agreement or the Recitals are attached to and incorporated into this Agreement by reference.

(e) Amendments. This Agreement may be amended only by a written instrument signed by Hospital and Group.

(f) Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement without the prior written consent of the other Party to the assignment; provided, Hospital may assign this Agreement to an affiliate or a successor in interest to Hospital assets and business in Hospital's sole discretion.

(g) Patient Complaints. The Parties agree to cooperate with each other in the resolution of any patient complaints arising out of the performance by Group of the Services. Such patient complaints shall be resolved in accordance with the policies and procedures established by Hospital.

(h) Severability. If any term or provision of this Agreement is to be held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best reasonable efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

(i) Waiver. Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

(j) Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The Parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Somervell County, Texas.

(k) Attorney's Fees. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing Party, in addition to other relief awarded by a court or arbitrator, shall be entitled to recover from the other Party its court/arbitration costs and reasonable attorney's fees incurred in such action.

(l) Compliance with Applicable Federal and State Law. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, the Texas Occupations Code Anti-Patient Solicitation law, and Section 501(c)(3) of the Internal Revenue Code. Neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

(m) Financial Relationship Records. This Agreement is incorporated in the master list of physician financial relationships maintained by Hospital and is available upon request for review by representatives of the federal government.

(Signature Page Follows)

The Parties have executed this Agreement in multiple originals on the respective dates set forth below, but this Agreement shall be effective as of the Effective Date for all purposes.

Somervell County Hospital District
dba Glen Rose Medical Center

Glen Rose Healthcare, Inc.

By: _____

Name: Ron Hankins

Title: Board Chair

Notice Address:

1021 Holden Street
Glen Rose, TX 76043

Printed Name: _____

Title: _____

Notice Address: _____

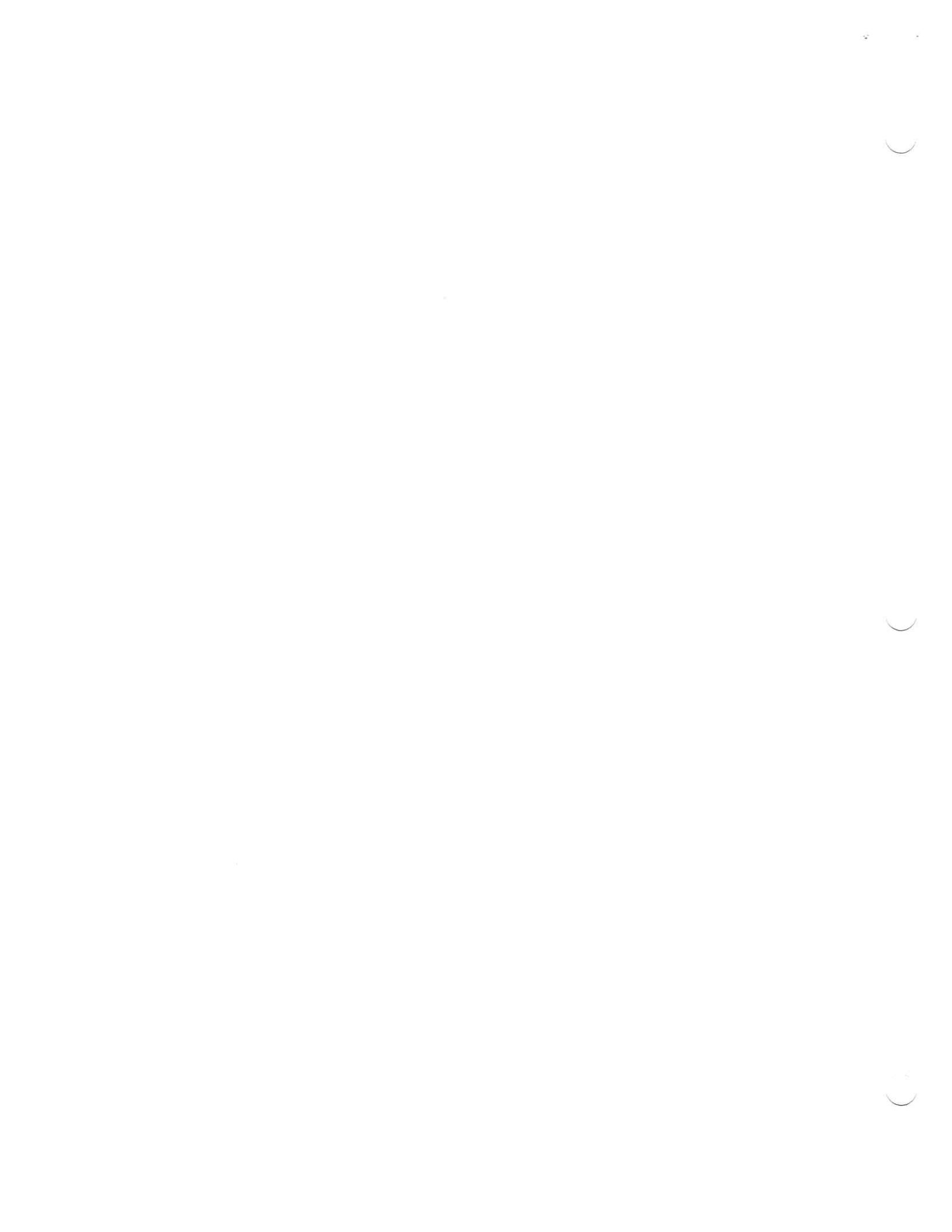


EXHIBIT A

LIST OF DUTIES

Group shall ensure that Physicians will be accountable to perform as follows:

- a) Regular Physician coverage to ensure that Physicians are available to meet patient care requirements ([24/7]). It is Hospital's and Group's desire to provide exceptional patient and referring physician experiences. Physicians shall examine all admitted patients within a period of time that is medically appropriate for the patient's condition, but no longer than 24 hours if admitted to a Floor or within 8 hours after arrival to the ICU / CCU and every 24 hours thereafter until discharge. In addition, Physicians shall call back from pages within 20 minutes for non-urgent matters and for admissions from Hospital's Emergency Department.
- b) For those patients that have identified a primary care physician, Physicians shall inform such primary care physician of the patient's admission within 24 hours.
- c) Physicians shall participate in a daily discharge planning process at a mutually agreeable time, meeting with discharge planners, and utilize clinical tools, including documentation tools, pharmacy consultation tools, order sets, pre-discharge orders, guidelines and clinical pathways and otherwise work collaboratively with Hospital case managers. Physicians shall complete discharge summaries on the day of discharge or the next day. Physicians shall also follow up on patients discharged to skilled nursing facilities to help reduce readmissions to the Hospital.
- d) Physicians shall be accountable to comply with the model that also includes co-management of specialty patients (e.g., cardiology, orthopedics, gastroenterology, etc.).
- e) Physicians shall actively participate in Hospital's overall patient satisfaction program and assist Hospital in the performance of utilization review, quality management, cost containment, and risk management functions. Physicians will assist Hospital in the identification and resolution of problems arising from or related to the design and implementation of the Program. Physicians shall actively assist Hospital to analyze acuity, clinical pathway and outcome data identified by the quality assurance and utilization review programs established for the Program or maintained by Hospital in compliance with federal and state legal requirements, hospital licensure requirements, the standards of The Joint Commission, and purchasers of hospital and medical services with which Hospital has contracts for the provision of services. Physicians agree to meet no less than quarterly with Hospital to evaluate performance data reported by Hospital at program oversight meetings. In addition, Physicians shall participate in a quarterly Program review with Hospital leaders to deliver progress reports and develop operation improvement strategies, create barriers lists to identify opportunities to improve efficiency of workflow, and prepare variance documentation and reports.
- f) Physicians shall complete medical records in compliance with Hospital/Medical Staff requirements.
- g) Physicians shall actively support and participate in any computerized physician order entry system as may be implemented by Hospital during the Term and any renewal terms.

STATE OF TEXAS §
 §
COUNTY OF SOMERVELL §

CONTRACT FOR TAX ASSESSMENT AND COLLECTION SERVICE

On this the 9th day of March, 2023, the Somervell Appraisal District (hereinafter called the "District") and Somervell County Hospital District (hereinafter called the "Taxing Unit"), enter into the following agreement:

PURPOSE

The parties to this agreement wish to consolidate the assessment and collection of property taxes in one agency, the Somervell County Appraisal District. The parties enter this agreement to eliminate the duplication of the existing system and to promote governmental efficiency. The parties enter this agreement pursuant to the authority of Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act (TEX GOV CODE ANN. §791.001. et. seq.)

COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the 31st day of January, 2024, and will automatically renew every 365 days unless either party to this agreement give the other party thirty (30) days written notice of their desire and intention to terminate this Contract before the beginning of the next annual renewal.

DEFINITIONS

For purposes of this agreement, the terms "assessment" and "collection" shall include the following: calculation of tax, preparation of current and delinquent tax rolls, proration of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of an effective tax rate required by Section 26.04 of the Tax Code. The term "assessment" shall not include those functions defined as "appraisal" by the Tax Code. The term "tax" or "taxes" shall include all ad valorem property taxes together with any penalties, interest and other charges authorized by the Texas Property Tax Code for delinquent taxes.

SERVICES TO BE PERFORMED

- (1) The District shall assess and collect the ad valorem property taxes owed to the Taxing Unit. The District further agrees to perform all the duties provided by the laws of the State of Texas for the collection of said taxes.
- (2) The District shall perform all the functions authorized and required by the Texas Property Tax Code to be conducted by the Taxing Unit Tax Assessor-Collector. Specifically, the District agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include

taxes owed to all taxing units contracting with the District to which the taxpayer owes taxes. The District shall mail said tax statements to each taxpayer within the District.

(3) The Board of Directors of the District shall designate an employee of the District to serve as the Taxing Unit's tax assessor for purposes of compliance with Chapter 26 of the Texas Tax Code, as amended. In addition, the parties agree that the said Tax Assessor Collector of the District shall perform all the duties required by law of the tax assessor collector of the Taxing Unit in regard to assessing and collecting ad valorem taxes.

COLLECTIONS ASSESSMENT

(1) The Taxing Unit agrees to pay the District the actual cost of performing the Services specified above. These costs shall be allocated among the taxing units contracting for assessment and collection services in the following manner as set forth in Section 6.06(d) of the Property Tax Code:

Each taxing unit participating in the District is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the District by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the District by each participating unit for that year. The total number of collection accounts shall include the number of collection accounts of all taxing units for which the District is otherwise obliged to assess and collect taxes.

(2) In the event that payments received in anyone year exceed the actual costs of providing services pursuant to this contract, the District shall credit future payments to be made by the Taxing Units with the excess funds.

(3) The parties agree that any other taxing unit authorized under the provisions of the Property Tax Code to participate in the Somervell Central Appraisal District may join in this contract or execute similar contracts by agreeing to terms and conditions substantially similar to those contained herein. Should an additional Taxing Unit join in this contract or execute a contract with the District substantially similar to this agreement, then the Chief Appraiser shall recalculate the total amount due from each Taxing Unit according to the formula used to calculate the original payment obligations. If any payments have been made to the District prior to the joining of the additional party, the remaining amount due will be adjusted to reflect the recalculated total payments due.

PAYMENT

1) Taxing Unit hereby authorizes the District to withhold and apply its Maintenance and Operation taxes collected during the contract term to both the Collections Assessment as described above and to its Appraisal Assessment as described in Tex Tax Code § 6.06 until said assessments are paid in full.

2) Arrearages still due for either Assessment which exist at the execution of this Contract will also be withheld and applied from said Maintenance and Operations taxes collected together with any penalties or interest on said assessments assessed pursuant to Tex Tax Code §6.06.

3) The term "taxes" as stated above includes penalties and interest as calculated pursuant to Tex Tax Code §33.01.

REMITTANCE OF COLLECTION

The taxes collected for each taxing unit shall be remitted to the tax unit weekly, absent any withholding for assessments mentioned above. Taxes collected shall be remitted on the third day of the week, next following the week in which such sums were collected.

ADMINISTRATIVE PROVISIONS

- (1) All expenses incurred by the District for the assessment and collection of taxes shall be clearly kept on the books and records of the District. The Taxing Unit or its designated representative is authorized to examine the records to be kept by the District at such reasonable times and intervals as the taxing unit deems fit. Such books and records will be kept in the offices of the District.
- {2) District agrees to secure an annual audit by an independent certified public accountant of the District's revenues and expenditures each year during the term of this contract. Such accountant shall be authorized and directed to report directly to each of the governing bodies of the Taxing Units.
- {3) The District agrees to obtain and maintain in force at all times while this agreement is in effect a surety bond for the Chief Appraiser and for any officer or employee acting in his or her capacity as assessor-collector for all of the taxing units for which the District collects taxes in the amount of \$100,000 each and for \$20,000 for each other employee of the District having access to any of the funds collected but not remitted under this agreement. Such bond shall be payable to the Board of Directors of the District for the benefit of each taxing unit, including the Taxing Unit.

MISCELLANEOUS PROVISIONS

- (1) The Taxing Unit agrees to transfer to the possession and control of the District, without charge, copies of all records necessary for the performance of the duties and responsibilities of the District pursuant to this agreement. These records shall include all tax records, including delinquent tax rolls, or records available to the Taxing Unit.
- (2) The District shall not be liable to the Taxing Unit on account of any failure to collect taxes nor shall the Chief Appraiser/Collector be liable unless the failure to collect taxes results from some failure on his or her part to perform the duties imposed upon him or her by law and by this agreement.
- (3) Payments by the Taxing Unit for the services under this agreement shall be made from current revenues available to the Taxing Unit.
- (4) The Taxing Units hereby agree that the District is authorized to accept grants and contributions from any public or private sources not prohibited by law.

DELINQUENT TAX SUITS

The Taxing Unit authorizes the District to institute such suits for the collection of delinquent taxes as the District deems necessary and to contract with an attorney, as provided by Section 6.30 of the Tax Code, for the collecting of delinquent taxes after each suit has been approved by the governing body of the Taxing Unit; provided, however, that the Taxing Unit may elect to

contract with an attorney to collect its delinquent taxes, and, in such event upon written notice by the Taxing Unit to the District, the District shall cause its attorney to refrain from pursuing collection of delinquent taxes of the Taxing Unit with respect to those delinquent tax lawsuits that have not been filed. The Taxing Unit shall have no obligation hereunder to pay attorney fees with respect to delinquent taxes collected after the giving of the notice provided hereinabove (other than delinquent taxes collected as the result of lawsuits filed prior to the giving of such notice).

Executed at Glen Rose, Somervell County, Texas on this 9th day of March, 2023, as signified by the signatures below of the officers duly authorized to contract on behalf of said parties.

ATTEST:

SOMERVELL COUNTY HOSPITAL DISTRICT



Secretary
Sharla R. Wilson



President, Board of Directors
Ron Hankins

ATTEST:

SOMERVELL CENTRAL APPRAISAL DISTRICT

Secretary

President, Board of Directors

