

**POSTED**

DATE 9-21-2020  
A.M. 3:27 P.M.

BY Michelle Reynolds  
AB Deputy

AGENDA

SOMERVELL COUNTY HOSPITAL DISTRICT  
REGULAR BOARD MEETING  
SEPTEMBER 24, 2020 AT 7:00PM  
HOSPITAL BOARD ROOM  
1021 HOLDEN STREET, GLEN ROSE, TEXAS

2020 SEP 21 PM 3:22

DEPUTY

BY AB

**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. Pledge of Allegiance
- IV. Discuss and if necessary take action on Amending/Approval of minutes from previous meetings
  - a. August 27, 2020
  - b. September 17, 2020 6PM
  - c. September 17, 2020 6:30PM
- V. CFO Report
  - a. Report on Monthly and Year-to-Date Financials
- VI. CEO Report
  - a. Report on Roger E Marks Foundation/Public Relations activity
  - b. Report on Blue Cross Blue Shield billing and contract issues
- VII. Discuss and if necessary take action to approve the Collaborative Agreement between Texas A&M University Health Science Center (TAMHSC) on behalf of the A&M Rural and Community Health Institute (ARCHI) and Glen Rose Medical Center
- VIII. Discuss and if necessary take action to accept Independent Auditor's Report from BKD, LLP for Fiscal Year Ended 9-30-2019
- IX. Report on CEO Search
- X. Public Comments
- XI. 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 RAY REYNOLDS 254-897-1471 OR (TDD) 1-800-RELAY-TX (1-800-735-2989)

  
Mina Douglas, Secretary of the Board of Directors

SOMERVELL COUNTY HOSPITAL DISTRICT  
D/B/A GLEN ROSE MEDICAL CENTER  
REGULAR BOARD MEETING  
THURSDAY, AUGUST 27, 2020 AT 7:00 P.M.  
HOSPITAL BOARD ROOM

MINUTES

- I. **Meeting was called to order at 7:03 pm.**
- II. **All members were present with the exception of Ron Hankins, Bryan Barnes and Jeannie Simpson.**
- III. Discuss and if necessary take action on Amending/Approval of minutes from previous meetings
  - a. July 30, 2020  
**Margaret Drake made a motion to accept the minutes as written. Dr. Steven Vacek seconded the motion, and motion carried 4-0.**
- IV. Hear report on Financial Statements and Independent Auditor's Report from BKD, LLP for Fiscal Year Ended 9-30-2019  
**Christa Worley presented Auditor's Report via teleconference.**
- V. **Executive Closed Session – Credentialing of Providers at 7:34 pm**
  - a. The Somervell County Hospital District will convene in Executive Session to receive report by Compliance Officer regarding evaluation of medical and health care services pursuant to Section 161.032 of the Texas Health and Safety Code.
- VI. **Reconvene into Open Session at 7:51 pm**
  - a. Consider and approve Medical Staff matters including appointments and if needed, take action on quality of care matters  
**Motion was made by Margaret Drake to approve the following Medical Staff appointments, reappointments, temporary/additional privileges, and removals. Motion was seconded by Max Bly and carried 4-0.**  
***Appointments/Reappointments/Changes: Christine Rupcich, MD; Andrea Lundell, MD; Richard Campin, MD; Ann-Margaret Ochs, DO; Nicole Bartosh, DO; William Evans, MD; Thomas Walker, DO; Gerald Snyder, MD; Ziad Abdo, MD; Claudius Robinson, MD; Salim Bhaloo, DO; Matthew Maruska, DO; Paul Schmidt, MD; Adam Mankowski, MD; Kimberly, Malley, CRNA.***  
***Removals: Barbara Dodson, FNP; Ashley Jones, CRNA; Karey Gleason, CRNA; Michelle Pannell, SA; Teresa Crosby, NP; Douglas Michaels, MD.***
- VII. **Executive Closed Session – Personnel Matters at 7:53 pm**
  - a. The Somervell County Hospital District Board will meet in Closed Session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters related to the selection of a search firm for potential Chief Executive Officer candidates

VIII. **Reconvene into Open Session at 8:13 pm**

- a. Consider and take action, if needed, to authorize the process or procedure to select and appoint a new CEO, including the retention of an experienced executive search, compensation consulting or hospital management consulting firm

**Dr. Steven Vacek made the motion to accept the proposal from TORCH Management Services, Inc. and to authorize current CEO Ray Reynolds to contact them on behalf of the District and move forward with the search for a new CEO. Margaret Drake seconded the motion, and motion carried 4-0.**

IX. CFO Report – Becky Whitsitt

- a. **July 2020 financials were presented and discussed.**

X. CEO Report – Ray Reynolds

- a. **Report on Roger E Marks Foundation and Public Relations was presented and discussed.**
- b. Report on Blue Cross Blue Shield billing and contract issues – **COO Michael Honea reported that we received the BCBS PPO contract this week and it is currently being reviewed by our consultant Jim McCoy. Still waiting on HMO and Medicare Supplement contracts.**

XI. Discuss and if necessary take action to approve Budget and Tax Rate planning calendar

**Dr. Steven Vacek made a motion to approve the Budget and Tax Rate planning calendar as presented. Motion was seconded by Margaret Drake and carried 4-0.**

XII. Discuss and if necessary take action to establish a proposed tax rate for 2020

**After some discussion, Dr. Steven Vacek made a motion to establish a proposed tax rate of \$0.1520/\$100 for 2020. Margaret Drake seconded the motion, and motion carried 4-0.**

XIII. Discuss and if necessary take action to approve the purchase of SARS PCR analyzer lab equipment

**After some discussion, Margaret Drake made a motion to approve the purchase of SARS PCR analyzer lab equipment. Max Bly seconded the motion, and motion carried 4-0.**

XIV. Public Comments

**None**

XV. Adjourn

**Motion was made by Max Bly and seconded by Dr. Steven Vacek to adjourn meeting at 8:47 pm. Motion carried 4-0.**

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Ron Hankins, President

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Brett Nabors, Vice President

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Margaret Drake

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Dr. Steven Vacek

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Bryan Barnes

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Max Bly

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Jeannie Simpson

**SOMERVELL COUNTY HOSPITAL DISTRICT  
D/B/A GLEN ROSE MEDICAL CENTER  
SPECIAL CALLED MEETING  
6:00 P.M.  
Thursday, September 17, 2020  
Hospital Board Room  
1021 Holden Street  
Glen Rose, Texas 76043**

**MINUTES**

- I. **Meeting was called to order at 6:20 pm.**
- II. Record of Attendance  
**All members present with the exception of Bryan Barnes and Jeannie Simpson.**
- III. **Open Public Hearing at 6:21 pm.**
- IV. Public Hearing on the proposed Annual Budget for Fiscal Year 2021 for Somervell County Hospital District  
**No members of the general public in attendance.**
- V. Public Comments  
**None**
- VI. **Close Public Hearing at 6:22 pm.**
- VII. Consider and if necessary taken action on the approval of Fiscal Year 2021 Budget for Somervell County Hospital District  
**After some discussion, Margaret Drake made a motion to approve the Fiscal Year 2021 Budget for Somervell County Hospital District as presented. Brett Nabors seconded the motion, and motion carried 5-0.**
- VIII. Adjourn  
**Dr. Steven Vacek made a motion to adjourn the meeting, seconded by Margaret Drake. Motion carried 5-0. Meeting was adjourned at 6:25 pm.**

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Ron Hankins, President

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Brett Nabors, Vice President

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Margaret Drake

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Dr. Steven Vacek

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Bryan Barnes

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Max Bly

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Jeannie Simpson

**SOMERVELL COUNTY HOSPITAL DISTRICT  
D/B/A GLEN ROSE MEDICAL CENTER  
SPECIAL CALLED MEETING  
6:30 P.M.  
Thursday, September 17, 2020  
Hospital Board Room  
1021 Holden Street  
Glen Rose, Texas 76043**

**MINUTES**

- I. **Meeting was called to order at 6:30 pm.**
- II. Record of Attendance  
**All members present with the exception of Bryan Barnes and Jeannie Simpson.**
- III. **Open Public Hearing at 6:30 pm.**
- IV. Public Hearing on proposal to adopt an ad valorem tax rate for the year of 2020 of 15.20 cents on each \$100 valuation of taxable property located within the Somervell County Hospital District. The purpose of this meeting is to discuss the Hospital District's 2020 proposed tax rate. Public participation in the discussion is invited.  
**No public in attendance.**
- V. Public Comments  
**None**
- VI. **Close Public Hearing at 6:32 pm**
- VII. Discuss and if necessary take action on adoption of tax rate for Somervell County Hospital District for 2020  
**After some discussion, Dr. Steven Vacek made a motion to adopt tax rate of 0.1520. Max Bly seconded the motion, and motion carried 5-0.**
- VIII. Adjourn  
**Max Bly made a motion to adjourn the meeting, seconded by Dr. Steven Vacek. Motion carried 5-0. Meeting was adjourned at 6:41 pm.**



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Ron Hankins, President

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Brett Nabors, Vice President

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Margaret Drake

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Dr. Steven Vacek

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Bryan Barnes

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Max Bly

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Jeannie Simpson

## AUGUST 2020 FINANCIAL ANALYSIS

### REVENUE

#### INPATIENT/OUTPATIENT:

Hospital Inpatient Revenue is below budget by \$118,103. There were 19 admissions in August with a budget of 22 per month. As of 9/23/20, September admissions are currently 13.

Hospital Outpatient Revenue is over budget by \$322,915; and we are at a favorable variance of \$3,272,056 for year-to-date. In August there were 87 surgeries, 12 more than the 75 in July. Dr. Jillian McAngus, Orthopedic Surgeon, started her clinic with us on August 10<sup>th</sup> and has performed 7 procedures in the 7 weeks that she has been with us.

#### EMERGENCY DEPARTMENT:

In August there were 454 ER visits – this is more in line with our pre-COVID months. Of the 454 ER visits, 13 were transferred to Inpatient status and 5 to OBS.

#### SENIOR CARE:

Sr. Care is below budget by \$47,919 for the month, with an unfavorable variance of \$236,373 for the year. With the possibility of Nursing Homes opening up soon, Kat says it may start discussions of inhouse group therapy sessions but there are still many variables. At this time we are still only scheduling telemedicine visits.

### NET REVENUE

For August we have a favorable variance of \$2,222,873 and an unfavorable year-to-date variance in the amount of \$856,536. The significant change is due to the FY2019 audit entries that have finally been recorded, which affected the balance sheet accounts also used in our monthly D&A calculations. With these audit entries, our YTD allowances are now calculating at 75%. For comparison, in previous years, we have stayed at right around 72%.

### EXPENSES

#### SALARY, WAGE AND EMPLOYEE BENEFIT EXPENSE:

In August we had a favorable variance of \$11,590 in salary, wage and benefit expense, and for the year a favorable variance of \$142,176. As of the pay period ending 9/12/20, we have discontinued the shared hours program with Texas Workforce. However, employees who remain furloughed, laid off, or still at reduced hours are able to file for unemployment on their own.

#### SUPPLIES EXPENSE:

With the increase in surgeries, we are seeing higher supply costs in OR. Other increases are in Lab reagents and supplies from the higher number of tests performed. With the purchase of the SARS PCR analyzer in September, we can expect that Lab supplies will continue to increase but will be offset by higher Lab revenue.

OTHER EXPENSES:

Unbudgeted expenses due to COVID account for the majority of unfavorable variance in Other Expenses. August COVID expense was \$30,814, and \$254,169 year-to-date. The majority of expenses are Lab supplies for testing, but also supplies like goggles, face masks, gowns, etc. and equipment for MedSurg. We continue to take advantage of ppe (personal protective equipment) deals that we get from our suppliers in case we see more shortages in future months.

TOTAL OPERATING EXPENSES:

In August we had an unfavorable variance of \$72,637 for total operating expenses. Year-to-date, the unfavorable variance totals \$1,443,212. Of that amount, \$1,285,036 is related to I35 professional fees realized prior to termination of the agreements and the rest due to COVID expenses.

1115/UC REVENUE

In August, we had \$0.00 1115/UC Revenue. We did however, send an IGT in the amount of \$12,455 for the UHRIP PGY4 advance payment. We will not see any receipt back to the hospital from this during the month, but it does increase our Medicaid reimbursement rates.

OTHER INCOME

In August we did not recognize any deferred stimulus revenue. The calculation we use to determine the amount of revenue is based on average net revenue from prior months. In August the net revenue was higher than normal so that the calculation showed \$ 0.00 to recognize. This leaves the balance at \$2,429,394 in Deferred Revenue.

NET INCOME/LOSS

In August we had a favorable variance of \$2,208,106 and year-to-date we have a favorable variance of \$891,889. The Business Office collected over \$1 million in accounts receivable for the first time in 6 months. As of August 31<sup>st</sup>, we have \$6,123,879 in the reserve account and Days of Cash on Hand is at 122 days.

Please let me know if you have any questions regarding the information above.



Becky Whitsitt

CFO

09/22/20 07:53 PM

|                                    | Current Month   | Prior Month     |
|------------------------------------|-----------------|-----------------|
| ASSETS                             |                 |                 |
| CURRENT ASSETS                     |                 |                 |
| CASH AND INVESTMENTS               |                 |                 |
| CASH                               | 107,384.91      | 893,225.41      |
| FINANCIAL RESERVE ACCT             | 6,123,879.09    | 5,973,109.03    |
|                                    | -----           | -----           |
| TOTAL CASH AND INVESTMENTS         | 6,231,264.00    | 6,866,334.44    |
| ACCOUNTS RECEIVABLE                |                 |                 |
| PATIENT ACCOUNTS RECEIVABLES       | 75,043,789.88   | 75,345,501.24   |
| LESS DISCOUNTS AND ALLOWANCES      | (67,672,120.62) | (70,377,018.04) |
|                                    | -----           | -----           |
| NET PATIENT ACCOUNTS RECEIVABLE    | 7,371,669.26    | 4,968,483.20    |
| OTHER CURRENT ASSETS               |                 |                 |
| OTHER RECEIVABLES                  | 431,209.61      | 611,112.83      |
| INVENTORY                          | 684,333.70      | 682,706.22      |
| PREPAIDS                           | 143,163.45      | 175,601.20      |
|                                    | -----           | -----           |
| TOTAL OTHER CURRENT ASSETS         | 1,258,706.76    | 1,469,420.25    |
| INTERCOMPANY RECEIVABLE            | 1,410,923.39    | 1,270,758.70    |
|                                    | -----           | -----           |
| TOTAL CURRENT ASSETS               | 16,272,563.41   | 14,574,996.59   |
| PROPERTY PLANT AND EQUIPMENT       |                 |                 |
| REAL PROPERTY                      | 19,463,998.49   | 19,450,538.49   |
| FIXED EQUIPMENT                    | 2,646,335.52    | 2,612,500.82    |
| MAJOR MOVABLE EQUIPMENT            | 7,735,802.52    | 7,647,728.72    |
| LEASEHOLD IMPROVEMENTS             | 292,253.52      | 292,253.52      |
| CONSTR/WORK IN PROGRESS            | 7,000.00        | 7,000.00        |
| LESS ACCUMULATED DEPRECIATION      | (15,822,173.91) | (15,720,021.83) |
|                                    | -----           | -----           |
| TOTAL PROPERTY PLANT AND EQUIPMENT | 14,323,216.14   | 14,289,999.72   |
|                                    | -----           | -----           |
| TOTAL ASSETS                       | 30,595,779.55   | 28,864,996.31   |
|                                    | =====           | =====           |
| LIABILITIES                        |                 |                 |
| CURRENT LIABILITIES                |                 |                 |
| ACCOUNTS PAYABLE                   | 3,121,132.21    | 3,122,286.36    |
| ACCRUED AND OTHER LIABILITIES      | 5,490,264.22    | 5,964,428.72    |
|                                    | -----           | -----           |
| TOTAL CURRENT LIABILITIES          | 8,611,396.43    | 9,086,715.08    |
| LONG TERM DEBT                     | 12,760,317.53   | 12,762,322.01   |
|                                    | -----           | -----           |
| TOTAL LIABILITIES                  | 21,371,713.96   | 21,849,037.09   |
|                                    | -----           | -----           |
| FUND BALANCE                       |                 |                 |
| NET INCOME (LOSS)                  | 891,888.99      | (1,316,217.38)  |
| PRIOR YEAR FUND BALANCE            | 8,332,176.60    | 8,332,176.60    |
|                                    | -----           | -----           |
| TOTAL FUND BALANCE                 | 9,224,065.59    | 7,015,959.22    |
|                                    | -----           | -----           |
| TOTAL LIABILITIES AND FUND BALANCE | 30,595,779.55   | 28,864,996.31   |
|                                    | =====           | =====           |

GLEN ROSE MEDICAL CENTER - HOSPITAL  
 OPERATING/INCOME STATEMENT  
 FOR THE 11 MONTHS ENDING 08/31/20

09/22/20 07:53 PM

| ----- M O N T H -----    |              |                | ----- Y E A R T O D A T E ----- |                |                |                |
|--------------------------|--------------|----------------|---------------------------------|----------------|----------------|----------------|
| ACTUAL                   | BUDGET       | VARIANCE       |                                 | ACTUAL         | BUDGET         | VARIANCE       |
| REVENUES                 |              |                |                                 |                |                |                |
| 381,553.82               | 499,656.33   | (118,102.51)   | HOSPITAL INPATIENT              | 3,893,684.02   | 5,496,219.63   | (1,602,535.61) |
| 4,052,310.54             | 3,563,522.49 | 488,788.05     | HOSPITAL OUTPATIENT             | 42,787,847.26  | 39,198,747.39  | 3,589,099.87   |
| 60,600.12                | 108,519.31   | (47,919.19)    | SENIOR ADULT PROGRAM            | 957,339.88     | 1,193,712.41   | (236,372.53)   |
| 267,229.51               | 433,102.17   | (165,872.66)   | ANCILLARY OUTSOURCE             | 4,447,079.86   | 4,764,123.87   | (317,044.01)   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 4,761,693.99             | 4,604,800.30 | 156,893.69     | TOTAL REVENUE                   | 52,085,951.02  | 50,652,803.30  | 1,433,147.72   |
| DISCOUNTS AND ALLOWANCES |              |                |                                 |                |                |                |
| 1,595,909.60             | 1,403,237.81 | (192,671.79)   | MEDICARE/MEDICAID               | 18,443,935.09  | 15,435,615.91  | (3,008,319.18) |
| (6,131,096.44)           | 383,529.03   | 6,514,625.47   | BAD DEBTS                       | (8,873,908.82) | 4,218,819.33   | 13,092,728.15  |
| 1,837,027.45             | 1,583,294.93 | (253,732.52)   | MANAGED CARE/OTHER              | 20,142,112.46  | 17,416,244.23  | (2,725,868.23) |
| 4,008,825.90             | 6,584.16     | (4,002,241.74) | CHARITY CARE                    | 9,720,650.37   | 72,425.76      | (9,648,224.61) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,310,666.51             | 3,376,645.93 | 2,065,979.42   | TOTAL D & A                     | 39,432,789.10  | 37,143,105.23  | (2,289,683.87) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 3,451,027.48             | 1,228,154.37 | 2,222,873.11   | NET REVENUE                     | 12,653,161.92  | 13,509,698.07  | (856,536.15)   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| EXPENSES                 |              |                |                                 |                |                |                |
| 584,221.25               | 604,043.12   | 19,821.87      | SALARIES AND WAGES              | 6,602,623.67   | 6,644,474.32   | 41,850.65      |
| 197,088.23               | 188,856.79   | (8,231.44)     | EMPLOYEE BENEFITS               | 1,977,099.57   | 2,077,424.69   | 100,325.12     |
| 162,268.85               | 128,598.11   | (33,670.74)    | SUPPLIES                        | 1,547,096.49   | 1,414,579.21   | (132,517.28)   |
| 256,399.44               | 234,661.35   | (21,738.09)    | PROFESSIONAL SERVICES           | 3,894,957.98   | 2,581,274.85   | (1,313,683.13) |
| 50,111.34                | 52,344.70    | 2,233.36       | RENT/LEASE PAYMENTS             | 593,232.68     | 575,791.70     | (17,440.98)    |
| 17,439.39                | 14,082.25    | (3,357.14)     | INSURANCE                       | 150,765.58     | 154,904.75     | 4,139.17       |
| 29,702.68                | 24,610.69    | (5,091.99)     | UTILITIES                       | 282,517.69     | 270,717.59     | (11,800.10)    |
| 56,508.59                | 47,910.56    | (8,598.03)     | REPAIRS AND MAINTENANCE         | 501,758.38     | 527,016.16     | 25,257.78      |
| 102,152.08               | 102,152.08   | .00            | DEPRECIATION/AMORTIZATION       | 1,123,672.88   | 1,123,672.88   | .00            |
| 115,764.29               | 79,204.22    | (36,560.07)    | OTHER OPERATING EXPENSES        | 1,113,067.45   | 871,246.42     | (241,821.03)   |
| 8,687.43                 | 21,970.83    | 13,283.40      | INDIGENT CARE PROGRAM           | 148,996.83     | 241,679.13     | 92,682.30      |
| 18,209.76                | 27,480.52    | 9,270.76       | SENIOR ADULT PROGRAM            | 292,490.13     | 302,285.72     | 9,795.59       |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,598,553.33             | 1,525,915.22 | (72,638.11)    | TOTAL OPERATING EXPENSES        | 18,228,279.33  | 16,785,067.42  | (1,443,211.91) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,852,474.15             | (297,760.85) | 2,150,235.00   | NET OPERATING INCOME            | (5,575,117.41) | (3,275,369.35) | (2,299,748.06) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| OTHER INCOME AND EXPENSE |              |                |                                 |                |                |                |
| 295,850.12               | 293,632.31   | 2,217.81       | DISTRICT TAX REVENUE            | 3,230,535.70   | 3,229,955.41   | 580.29         |
| 13,313.43                | 17,449.92    | (4,136.49)     | LUMINANT REVENUE                | 339,559.78     | 191,949.12     | 147,610.66     |
| .00                      | 50,000.00    | (50,000.00)    | 1115/UC REVENUE                 | 760,648.50     | 550,000.00     | 210,648.50     |
| 2,787.40                 | .00          | 2,787.40       | LAB OUTSOURCE REVENUE           | (48,883.05)    | .00            | (48,883.05)    |
| 8,518.71                 | 11,883.00    | (3,364.29)     | MOB-RENTAL INCOME               | 121,741.80     | 130,713.00     | (8,971.20)     |
| 35,162.56                | 52,573.44    | (17,410.88)    | OTHER INCOME                    | 2,063,403.67   | 578,307.84     | 1,485,095.83   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 355,632.22               | 425,538.67   | (69,906.45)    | TOTAL OTHER INCOME AND EXP      | 6,467,006.40   | 4,680,925.37   | 1,786,081.03   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 2,208,106.37             | 127,777.82   | 2,080,328.55   | NET INCOME/LOSS                 | 891,888.99     | 1,405,556.02   | (513,667.03)   |
| =====                    | =====        | =====          |                                 | =====          | =====          | =====          |

09/22/20 07:53 PM

GLEN ROSE HEALTHCARE INC 501A  
 BALANCE SHEET  
 AS OF: 08/31/20

|                                    | Current Month  | Prior Month    |
|------------------------------------|----------------|----------------|
| ASSETS                             |                |                |
| CURRENT ASSETS                     |                |                |
| CASH AND INVESTMENTS               |                |                |
| CASH                               | 216,402.19     | 203,291.82     |
|                                    | -----          | -----          |
| TOTAL CASH AND INVESTMENTS         | 216,402.19     | 203,291.82     |
|                                    | -----          | -----          |
| ACCOUNTS RECEIVABLE                |                |                |
| PATIENT ACCOUNTS RECEIVABLES       | 556,289.16     | 457,069.95     |
| LESS DISCOUNTS AND ALLOWANCES      | (331,598.85)   | (283,053.73)   |
|                                    | -----          | -----          |
| NET PATIENT ACCOUNTS RECEIVABLE    | 224,690.31     | 174,016.22     |
|                                    | -----          | -----          |
| OTHER CURRENT ASSETS               |                |                |
| INVENTORY                          | 78,312.66      | 78,312.66      |
| PREPAID EXPENSES                   | 13,416.80      | 5,544.67       |
|                                    | -----          | -----          |
| TOTAL OTHER CURRENT ASSETS         | 91,729.46      | 83,857.33      |
| TOTAL CURRENT ASSETS               | 532,821.96     | 461,165.37     |
|                                    | -----          | -----          |
| PROPERTY PLANT AND EQUIPMENT       |                |                |
| FIXED EQUIPMENT                    | 16,281.02      | 16,281.02      |
| MAJOR MOVABLE EQUIPMENT            | 112,617.68     | 112,617.68     |
| LESS ACCUMULATED DEPRECIATION      | (82,583.20)    | (81,583.20)    |
| TOTAL PROPERTY PLANT AND EQUIPMENT | 46,315.50      | 47,315.50      |
|                                    | -----          | -----          |
| TOTAL ASSETS                       | 579,137.46     | 508,480.87     |
|                                    | =====          | =====          |
| LIABILITIES                        |                |                |
| CURRENT LIABILITIES                |                |                |
| ACCOUNTS PAYABLE                   | 259,388.50     | 276,548.46     |
| ACCRUED AND OTHER LIABILITIES      | 65,745.87      | 87,212.20      |
|                                    | -----          | -----          |
| TOTAL CURRENT LIABILITIES          | 325,134.37     | 363,760.66     |
| INTERCOMPANY LIABILITY             | 1,410,923.41   | 1,270,758.72   |
|                                    | -----          | -----          |
| TOTAL LIABILITIES                  | 1,736,057.78   | 1,634,519.38   |
|                                    | -----          | -----          |
| FUND BALANCE                       |                |                |
| NET INCOME (LOSS)                  | (1,440,689.36) | (1,409,807.55) |
| PRIOR YEAR FUND BALANCE            | 283,769.04     | 283,769.04     |
|                                    | -----          | -----          |
| TOTAL FUND BALANCE                 | (1,156,920.32) | (1,126,038.51) |
|                                    | -----          | -----          |
| TOTAL LIABILITIES AND FUND BALANCE | 579,137.46     | 508,480.87     |
|                                    | =====          | =====          |

GLEN ROSE HEALTHCARE, INC. (501A)  
 OPERATING/INCOME STATEMENT  
 FOR THE 11 MONTHS ENDING 08/31/20

09/22/20 07:54 PM

| ----- M O N T H -----    |              |              | ----- Y E A R T O D A T E ----- |                |                |
|--------------------------|--------------|--------------|---------------------------------|----------------|----------------|
| ACTUAL                   | BUDGET       | VARIANCE     | ACTUAL                          | BUDGET         | VARIANCE       |
| REVENUES                 |              |              |                                 |                |                |
| 556,575.89               | 758,159.55   | (201,583.66) | 5,953,012.03                    | 8,339,755.05   | (2,386,743.02) |
| -----                    | -----        | -----        | -----                           | -----          | -----          |
| 556,575.89               | 758,159.55   | (201,583.66) | 5,953,012.03                    | 8,339,755.05   | (2,386,743.02) |
| DISCOUNTS AND ALLOWANCES |              |              |                                 |                |                |
| 266,755.74               | 405,410.11   | 138,654.37   | 2,967,251.25                    | 4,459,511.21   | 1,492,259.96   |
| -----                    | -----        | -----        | -----                           | -----          | -----          |
| 266,755.74               | 405,410.11   | 138,654.37   | 2,967,251.25                    | 4,459,511.21   | 1,492,259.96   |
| 289,820.15               | 352,749.44   | (62,929.29)  | 2,985,760.78                    | 3,880,243.84   | (894,483.06)   |
| -----                    | -----        | -----        | -----                           | -----          | -----          |
| EXPENSES                 |              |              |                                 |                |                |
| 174,709.06               | 269,201.57   | 94,492.51    | 2,704,867.19                    | 2,961,217.27   | 256,350.08     |
| 56,162.52                | 86,322.36    | 30,159.84    | 842,071.31                      | 949,545.96     | 107,474.65     |
| 27,303.24                | 26,425.01    | (878.23)     | 250,814.74                      | 290,675.11     | 39,860.37      |
| 45,663.21                | 43,559.09    | (2,104.12)   | 500,158.88                      | 479,149.99     | (21,008.89)    |
| 12,677.73                | 12,427.83    | (249.90)     | 137,171.91                      | 136,706.13     | (465.78)       |
| 2,408.38                 | 5,842.81     | 3,434.43     | 52,617.63                       | 64,270.91      | 11,653.28      |
| 3,312.25                 | 3,258.34     | (53.91)      | 35,582.70                       | 35,841.74      | 259.04         |
| .00                      | 58.33        | 58.33        | 71.02                           | 641.63         | 570.61         |
| 1,000.00                 | 1,000.00     | .00          | 11,000.00                       | 11,000.00      | .00            |
| 6,668.60                 | 9,103.70     | 2,435.10     | 80,589.16                       | 100,140.70     | 19,551.54      |
| -----                    | -----        | -----        | -----                           | -----          | -----          |
| 329,904.99               | 457,199.04   | 127,294.05   | 4,614,944.54                    | 5,029,189.44   | 414,244.90     |
| (40,084.84)              | (104,449.60) | 64,364.76    | (1,629,183.76)                  | (1,148,945.60) | (480,238.16)   |
| 9,203.03                 | 17,083.34    | (7,880.31)   | 188,494.40                      | 187,916.74     | 577.66         |
| -----                    | -----        | -----        | -----                           | -----          | -----          |
| (30,881.81)              | (87,366.26)  | 56,484.45    | (1,440,689.36)                  | (961,028.86)   | (479,660.50)   |
| =====                    | =====        | =====        | =====                           | =====          | =====          |

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SOMERVELL COUNTY HOSPITAL DISTRICT PAGE 1  
 BALANCE SHEET - CONSOLIDATED  
 AS OF: 08/31/20

|                                    | Current Month   | Prior Month     |
|------------------------------------|-----------------|-----------------|
| ASSETS                             |                 |                 |
| CURRENT ASSETS                     |                 |                 |
| CASH AND INVESTMENTS               |                 |                 |
| CASH                               | 323,787.10      | 1,096,517.23    |
| FINANCIAL RESERVE ACCT             | 6,123,879.09    | 5,973,109.03    |
|                                    | -----           | -----           |
| TOTAL CASH AND INVESTMENTS         | 6,447,666.19    | 7,069,626.26    |
|                                    | -----           | -----           |
| ACCOUNTS RECEIVABLE                |                 |                 |
| PATIENT ACCOUNTS RECEIVABLES       | 75,600,079.04   | 75,802,571.19   |
| LESS DISCOUNTS AND ALLOWANCES      | (68,003,719.47) | (70,660,071.77) |
|                                    | -----           | -----           |
| NET PATIENT ACCOUNTS RECEIVABLE    | 7,596,359.57    | 5,142,499.42    |
|                                    | -----           | -----           |
| OTHER CURRENT ASSETS               |                 |                 |
| OTHER RECEIVABLES                  | 431,209.61      | 611,112.83      |
| INVENTORY                          | 762,646.36      | 761,018.88      |
| PREPAIDS                           | 156,580.25      | 181,145.87      |
|                                    | -----           | -----           |
| TOTAL OTHER CURRENT ASSETS         | 1,350,436.22    | 1,553,277.58    |
| INTERCOMPANY RECEIVABLE            | 1,410,923.39    | 1,270,758.70    |
| TOTAL CURRENT ASSETS               | 16,805,385.37   | 15,036,161.96   |
|                                    | -----           | -----           |
| PROPERTY PLANT AND EQUIPMENT       |                 |                 |
| REAL PROPERTY                      | 19,463,998.49   | 19,450,538.49   |
| FIXED EQUIPMENT                    | 2,662,616.54    | 2,628,781.84    |
| MAJOR MOVABLE EQUIPMENT            | 7,848,420.20    | 7,760,346.40    |
| LEASEHOLD IMPROVEMENTS             | 292,253.52      | 292,253.52      |
| CONSTR/WORK IN PROGRESS            | 7,000.00        | 7,000.00        |
| LESS ACCUMULATED DEPRECIATION      | (15,904,757.11) | (15,801,605.03) |
| TOTAL PROPERTY PLANT AND EQUIPMENT | 14,369,531.64   | 14,337,315.22   |
|                                    | -----           | -----           |
| TOTAL ASSETS                       | 31,174,917.01   | 29,373,477.18   |
|                                    | =====           | =====           |
| LIABILITIES                        |                 |                 |
| CURRENT LIABILITIES                |                 |                 |
| ACCOUNTS PAYABLE                   | 3,380,520.71    | 3,398,834.82    |
| ACCRUED AND OTHER LIABILITIES      | 5,556,010.09    | 6,051,640.92    |
|                                    | -----           | -----           |
| TOTAL CURRENT LIABILITIES          | 8,936,530.80    | 9,450,475.74    |
| INTERCOMPANY LIABILITY             | 1,410,923.41    | 1,270,758.72    |
|                                    | -----           | -----           |
| LONG TERM DEBT                     | 12,760,317.53   | 12,762,322.01   |
| TOTAL LIABILITIES                  | 23,107,771.74   | 23,483,556.47   |
|                                    | -----           | -----           |
| FUND BALANCE                       |                 |                 |
| NET INCOME (LOSS)                  | (548,800.37)    | (2,726,024.93)  |
| PRIOR YEAR FUND BALANCE            | 8,615,945.64    | 8,615,945.64    |
|                                    | -----           | -----           |
| TOTAL FUND BALANCE                 | 8,067,145.27    | 5,889,920.71    |
|                                    | -----           | -----           |
| TOTAL LIABILITIES AND FUND BALANCE | 31,174,917.01   | 29,373,477.18   |
|                                    | =====           | =====           |



SOMERVELL COUNTY HOSPITAL DISTRICT  
 OPERATING/INCOME STMT - CONSOLIDATED 09/22/20 07:54 PM  
 FOR THE 11 MONTHS ENDING 08/31/20

| ----- M O N T H -----    |              |                | ----- Y E A R T O D A T E ----- |                |                |                |
|--------------------------|--------------|----------------|---------------------------------|----------------|----------------|----------------|
| ACTUAL                   | BUDGET       | VARIANCE       |                                 | ACTUAL         | BUDGET         | VARIANCE       |
| REVENUES                 |              |                |                                 |                |                |                |
| 381,553.82               | 499,656.33   | (118,102.51)   | HOSPITAL INPATIENT              | 3,893,684.02   | 5,496,219.63   | (1,602,535.61) |
| 4,380,140.17             | 4,105,143.97 | 274,996.20     | HOSPITAL OUTPATIENT             | 48,192,267.00  | 45,156,583.67  | 3,035,683.33   |
| 556,575.89               | 758,159.55   | (201,583.66)   | GLEN ROSE HEALTHCARE (501A)     | 5,953,012.03   | 8,339,755.05   | (2,386,743.02) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 5,318,269.88             | 5,362,959.85 | (44,689.97)    | TOTAL REVENUE                   | 58,038,963.05  | 58,992,558.35  | (953,595.30)   |
| DISCOUNTS AND ALLOWANCES |              |                |                                 |                |                |                |
| 1,595,909.60             | 1,403,237.81 | (192,671.79)   | MEDICARE/MEDICAID               | 18,443,935.09  | 15,435,615.91  | (3,008,319.18) |
| (6,131,096.44)           | 383,529.03   | 6,514,625.47   | BAD DEBTS                       | (8,873,908.82) | 4,218,819.33   | 13,092,728.15  |
| 2,103,783.19             | 1,988,705.04 | (115,078.15)   | MANAGED CARE/OTHER              | 23,109,363.71  | 21,875,755.44  | (1,233,608.27) |
| 4,008,825.90             | 6,584.16     | (4,002,241.74) | CHARITY CARE                    | 9,720,650.37   | 72,425.76      | (9,648,224.61) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,577,422.25             | 3,782,056.04 | 2,204,633.79   | TOTAL D & A                     | 42,400,040.35  | 41,602,616.44  | (797,423.91)   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 3,740,847.63             | 1,580,903.81 | 2,159,943.82   | NET REVENUE                     | 15,638,922.70  | 17,389,941.91  | (1,751,019.21) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| EXPENSES                 |              |                |                                 |                |                |                |
| 758,930.31               | 873,244.69   | 114,314.38     | SALARIES AND WAGES              | 9,307,490.86   | 9,605,691.59   | 298,200.73     |
| 253,250.75               | 275,179.15   | 21,928.40      | EMPLOYEE BENEFITS               | 2,819,170.88   | 3,026,970.65   | 207,799.77     |
| 189,572.09               | 155,023.12   | (34,548.97)    | SUPPLIES                        | 1,797,911.23   | 1,705,254.32   | (92,656.91)    |
| 302,062.65               | 278,220.44   | (23,842.21)    | PROFESSIONAL SERVICES           | 4,395,116.86   | 3,060,424.84   | (1,334,692.02) |
| 62,789.07                | 64,772.53    | 1,983.46       | RENT/LEASE PAYMENTS             | 730,404.59     | 712,497.83     | (17,906.76)    |
| 19,847.77                | 19,925.06    | 77.29          | INSURANCE                       | 203,383.21     | 219,175.66     | 15,792.45      |
| 33,014.93                | 27,869.03    | (5,145.90)     | UTILITIES                       | 318,100.39     | 306,559.33     | (11,541.06)    |
| 56,508.59                | 47,968.89    | (8,539.70)     | REPAIRS AND MAINTENANCE         | 501,829.40     | 527,657.79     | 25,828.39      |
| 103,152.08               | 103,152.08   | .00            | DEPRECIATION/AMORTIZATION       | 1,134,672.88   | 1,134,672.88   | .00            |
| 122,432.89               | 88,307.92    | (34,124.97)    | OTHER OPERATING EXPENSES        | 1,193,656.61   | 971,387.12     | (222,269.49)   |
| 8,687.43                 | 21,970.83    | 13,283.40      | INDIGENT CARE PROGRAM           | 148,996.83     | 241,679.13     | 92,682.30      |
| 18,209.76                | 27,480.52    | 9,270.76       | SENIOR ADULT PROGRAM            | 292,490.13     | 302,285.72     | 9,795.59       |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,928,458.32             | 1,983,114.26 | 54,655.94      | TOTAL OPERATING EXPENSES        | 22,843,223.87  | 21,814,256.86  | (1,028,967.01) |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 1,812,389.31             | (402,210.45) | 2,214,599.76   | NET OPERATING INCOME            | (7,204,301.17) | (4,424,314.95) | (2,779,986.22) |
| 364,835.25               | 442,622.01   | (77,786.76)    | OTHER INCOME                    | 6,655,500.80   | 4,868,842.11   | 1,786,658.69   |
| -----                    | -----        | -----          |                                 | -----          | -----          | -----          |
| 2,177,224.56             | 40,411.56    | 2,136,813.00   | NET INCOME/LOSS                 | (548,800.37)   | 444,527.16     | (993,327.53)   |
| =====                    | =====        | =====          |                                 | =====          | =====          | =====          |

## GLEN ROSE MEDICAL CENTER COLLECTIONS TREND

| FY 2020                      |                  |                  |                  |                |                |                |                |                  |                   |                  |                   |
|------------------------------|------------------|------------------|------------------|----------------|----------------|----------------|----------------|------------------|-------------------|------------------|-------------------|
| HOSPITAL                     | Jan-20           | Feb-20           | Mar-20           | Apr-20         | May-20         | Jun-20         | Jul-20         | Aug-20           | YEAR END TOTALS   | YEARLY AVG       | YEAR END TOTALS   |
| Net Revenue                  | 1,548,565        | 1,146,564        | 773,919          | 388,732        | 645,613        | 762,575        | 878,145        | 3,451,027        | 14,411,052        | 1,310,096        | 14,411,052        |
| Collections                  | 1,108,274        | 1,247,444        | 1,112,964        | 805,758        | 773,539        | 853,610        | 850,025        | 1,060,135        | 11,555,182        | 1,050,471        | 11,555,182        |
| %                            | 72%              | 109%             | 144%             | 207%           | 120%           | 112%           | 97%            | 31%              | 80.18%            | 80.18%           | 80.18%            |
| Collections - Lab Outsourced | (1,760)          | 3,140            | 3,449            | (3,716)        | 561            | (9)            | 3,043          | -                | (12,091)          | (1,099)          | (12,091)          |
| <b>Total A/R Collections</b> | <b>1,106,514</b> | <b>1,250,583</b> | <b>1,116,413</b> | <b>802,042</b> | <b>774,100</b> | <b>853,601</b> | <b>853,068</b> | <b>1,060,135</b> | <b>11,543,091</b> | <b>1,049,372</b> | <b>11,543,091</b> |

| FY 2019                      |                  |                  |                  |                  |                  |                  |                  |                  |                   |                  |                   |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|------------------|-------------------|
| HOSPITAL                     | Jan-19           | Feb-19           | Mar-19           | Apr-19           | May-19           | Jun-19           | Jul-19           | Aug-19           | YEAR END TOTALS   | YEARLY AVG       | YEAR END TOTALS   |
| Net Revenue                  | 1,456,594        | 2,654,777        | 5,511,728        | 3,808,013        | 4,232,366        | 4,275,883        | 4,184,951        | 757,923          | 31,284,958        | 2,607,080        | 31,284,958        |
| Collections                  | 1,705,751        | 1,687,361        | 1,969,796        | 3,353,799        | 3,432,940        | 3,433,857        | 3,393,969        | 2,943,043        | 26,152,143        | 2,179,345        | 26,152,143        |
| %                            | 117%             | 64%              | 36%              | 88%              | 81%              | 80%              | 81%              | 388%             | 83.59%            | 83.59%           | 83.59%            |
| Collections - Lab Outsourced | 356,887          | 208,904          | 96,223           | 219,441          | 193,038          | 169,216          | 83,457           | (4,081)          | 2,183,852         | 181,988          | 2,183,852         |
| <b>Total A/R Collections</b> | <b>2,062,638</b> | <b>1,896,265</b> | <b>2,066,020</b> | <b>3,573,239</b> | <b>3,625,978</b> | <b>3,603,073</b> | <b>3,477,426</b> | <b>2,938,962</b> | <b>28,335,995</b> | <b>2,361,333</b> | <b>28,335,995</b> |

GLEN ROSE MEDICAL CENTER  
 COST CENTER SCHEDULE  
 FOR THE 11 MONTHS ENDING 08/31/20  
 ANCILLARY CLINIC CONSOLIDATED

09/22/20 09:49 PM

| ----- M O N T H ----- |            |              |                              | ----- Y E A R T O D A T E ----- |              |                |
|-----------------------|------------|--------------|------------------------------|---------------------------------|--------------|----------------|
| ACTUAL                | BUDGET     | VARIANCE     |                              | ACTUAL                          | BUDGET       | VARIANCE       |
| .00                   | .00        | .00          | N PLANO CLINIC-OUTPATIENT RE | 4,383.32                        | .00          | 4,383.32       |
| .00                   | .00        | .00          | PLANO CLINIC-OUTPATIENT REVE | (13,208.32)                     | .00          | (13,208.32)    |
| (38,430.97)           | .00        | (38,430.97)  | MCKIN CLINIC-OUTPATIENT REVE | (141,835.22)                    | .00          | (141,835.22)   |
| .00                   | .00        | .00          | FRISCO CLINIC-OUTPATIENT REV | (36,536.26)                     | .00          | (36,536.26)    |
| (2,021.12)            | .00        | (2,021.12)   | ALLEN CLINIC-OUTPATIENT REVE | (64,545.39)                     | .00          | (64,545.39)    |
| .00                   | .00        | .00          | CLBRN THERAPY-OUTPATIENT REV | 281,939.10                      | .00          | 281,939.10     |
| .00                   | .00        | .00          | ASID SELECT-OUTPATIENT REVEN | 1,141.36                        | .00          | 1,141.36       |
| 307,681.60            | 433,102.17 | (125,420.57) | CLBRN IMAGING-OUTPATIENT REV | 3,690,038.74                    | 4,764,123.87 | (1,074,085.13) |
| .00                   | .00        | .00          | DENTON CLINIC-OUTPATIENT REV | (7,028.65)                      | .00          | (7,028.65)     |
| .00                   | .00        | .00          | CRSS RD CLINIC-OUTPATIENT RE | 3,840.00                        | .00          | 3,840.00       |
| .00                   | .00        | .00          | ALEDO CLINIC-OUTPATIENT REVE | 172,552.16                      | .00          | 172,552.16     |
| .00                   | .00        | .00          | WTHRFRD CLINIC-OUTPATIENT RE | 556,339.02                      | .00          | 556,339.02     |
| -----                 | -----      | -----        |                              | -----                           | -----        | -----          |
| 267,229.51            | 433,102.17 | (165,872.66) | TOTAL OPERATING REVENUE      | 4,447,079.86                    | 4,764,123.87 | (317,044.01)   |
| 73,692.15             | 373,023.28 | 299,331.13   | DISCOUNTS AND ALLOWANCES     | 3,396,895.90                    | 4,103,256.08 | 706,360.18     |
| -----                 | -----      | -----        |                              | -----                           | -----        | -----          |
| 193,537.36            | 60,078.89  | 133,458.47   | NET REVENUE                  | 1,050,183.96                    | 660,867.79   | 389,316.17     |
|                       |            |              | EXPENSES                     |                                 |              |                |
| 15,165.11             | 14,915.33  | (249.78)     | SALARIES & WAGES             | 131,944.42                      | 164,068.63   | 32,124.21      |
| 1,662.09              | 1,435.84   | (226.25)     | EMPLOYEE BENEFITS            | 15,520.20                       | 15,794.24    | 274.04         |
| 956.57                | 1,512.50   | 555.93       | SUPPLIES                     | 16,805.80                       | 16,637.50    | (168.30)       |
| 30,910.17             | 14,699.75  | (16,210.42)  | PROFESSIONAL SERVICES        | 1,368,452.34                    | 161,697.25   | (1,206,755.09) |
| 19,850.00             | 19,850.00  | .00          | RENT/LEASE PAYMENTS          | 244,714.08                      | 218,350.00   | (26,364.08)    |
| 104.59                | 378.51     | 273.92       | OTHER OPERATING EXPENSES     | 8,460.21                        | 4,163.61     | (4,296.60)     |
| -----                 | -----      | -----        |                              | -----                           | -----        | -----          |
| 68,648.53             | 52,791.93  | (15,856.60)  | TOTAL OPERATING EXPENSES     | 1,785,897.05                    | 580,711.23   | (1,205,185.82) |
| -----                 | -----      | -----        |                              | -----                           | -----        | -----          |
|                       |            |              | OTHER REVENUE AND EXPENSE    |                                 |              |                |
| -----                 | -----      | -----        |                              | -----                           | -----        | -----          |
| 124,888.83            | 7,286.96   | 117,601.87   | TOTAL REVENUE OVER EXPENSE   | (735,713.09)                    | 80,156.56    | (815,869.65)   |
| =====                 | =====      | =====        |                              | =====                           | =====        | =====          |

**GLEN ROSE MEDICAL CENTER PATIENT STATISTICAL REPORT**

|                            | OCT          | NOV          | DEC          | JAN          | FEB          | MAR          | APR          | MAY          | JUN          | JUL          | AUG          | SEP       | 2019/2020    | PYTD 2018 - 2019 |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------|--------------|------------------|
|                            | 2019         | 2019         | 2019         | 2020         | 2020         | 2020         | 2020         | 2020         | 2020         | 2020         | 2020         | 2020      |              |                  |
| <b>ACUTE ADMISSIONS:</b>   |              |              |              |              |              |              |              |              |              |              |              |           |              |                  |
| MEDICARE                   | 11           | 7            | 18           | 13           | 15           | 10           | 6            | 11           | 10           | 9            | 13           |           | 123          | 140              |
| MEDICARE ADV/HMO           | 3            | 3            | 5            | 7            | 5            | 2            | 4            | 2            | 2            | 4            | 3            |           | 40           | 66               |
| MEDICAID                   | 1            | 0            | 0            | 0            | 0            | 0            | 1            | 0            | 0            | 1            | 0            |           | 3            | 5                |
| MEDICAID STAR              | 1            | 1            | 1            | 0            | 0            | 0            | 0            | 2            | 1            | 0            | 0            |           | 6            | 2                |
| COMM. INS.                 | 1            | 1            | 3            | 2            | 1            | 2            | 0            | 2            | 0            | 1            | 2            |           | 15           | 30               |
| OTHER                      | 3            | 0            | 0            | 1            | 1            | 0            | 0            | 0            | 1            | 1            | 1            |           | 8            | 18               |
| <b>TOTAL</b>               | <b>20</b>    | <b>12</b>    | <b>27</b>    | <b>23</b>    | <b>22</b>    | <b>14</b>    | <b>11</b>    | <b>17</b>    | <b>14</b>    | <b>16</b>    | <b>19</b>    | <b>0</b>  | <b>195</b>   | <b>261</b>       |
| <b>ACUTE PATIENT DAYS:</b> |              |              |              |              |              |              |              |              |              |              |              |           |              |                  |
| MEDICARE                   | 44           | 23           | 45           | 33           | 57           | 26           | 32           | 34           | 22           | 27           | 42           |           | 385          | 402              |
| MEDICARE ADV/HMO           | 12           | 9            | 10           | 30           | 15           | 4            | 12           | 5            | 7            | 16           | 4            |           | 124          | 205              |
| MEDICAID                   | 1            | 0            | 0            | 0            | 0            | 0            | 2            | 0            | 0            | 2            | 0            |           | 5            | 13               |
| MEDICAID STAR              | 0            | 7            | 1            | 0            | 0            | 0            | 0            | 2            | 7            | 0            | 0            |           | 17           | 9                |
| COMM. INS.                 | 3            | 1            | 5            | 4            | 2            | 3            | 4            | 4            | 0            | 6            | 5            |           | 37           | 74               |
| OTHER                      | 9            | 0            | 0            | 2            | 6            | 0            | 0            | 0            | 2            | 1            | 1            |           | 21           | 43               |
| <b>TOTAL</b>               | <b>69</b>    | <b>40</b>    | <b>61</b>    | <b>69</b>    | <b>80</b>    | <b>33</b>    | <b>50</b>    | <b>45</b>    | <b>38</b>    | <b>52</b>    | <b>52</b>    | <b>0</b>  | <b>589</b>   | <b>746</b>       |
| <b>OCCUPANCY %</b>         | <b>14%</b>   | <b>8%</b>    | <b>12%</b>   | <b>14%</b>   | <b>18%</b>   | <b>7%</b>    | <b>10%</b>   | <b>9%</b>    | <b>8%</b>    | <b>10%</b>   | <b>10%</b>   | <b>0%</b> | <b>10%</b>   | <b>13%</b>       |
| <b>ACUTE DISCHARGES:</b>   |              |              |              |              |              |              |              |              |              |              |              |           |              |                  |
| MEDICARE                   | 13           | 8            | 15           | 15           | 16           | 8            | 8            | 11           | 9            | 8            | 12           |           | 123          | 139              |
| MEDICARE ADV/HMO           | 3            | 3            | 4            | 8            | 5            | 2            | 4            | 2            | 2            | 4            | 2            |           | 39           | 67               |
| MEDICAID                   | 1            | 0            | 0            | 0            | 0            | 0            | 1            | 0            | 0            | 1            | 0            |           | 3            | 4                |
| MEDICAID STAR              | 0            | 2            | 1            | 0            | 0            | 0            | 0            | 1            | 2            | 0            | 0            |           | 6            | 2                |
| COMM.INS.                  | 1            | 1            | 3            | 2            | 1            | 1            | 1            | 2            | 0            | 1            | 2            |           | 15           | 31               |
| OTHER                      | 3            | 0            | 0            | 1            | 1            | 0            | 0            | 0            | 1            | 1            | 1            |           | 8            | 18               |
| <b>TOTAL</b>               | <b>21</b>    | <b>14</b>    | <b>23</b>    | <b>26</b>    | <b>23</b>    | <b>11</b>    | <b>14</b>    | <b>16</b>    | <b>14</b>    | <b>15</b>    | <b>17</b>    | <b>0</b>  | <b>194</b>   | <b>261</b>       |
| <b>CASE MIX INDEX:</b>     |              |              |              |              |              |              |              |              |              |              |              |           |              |                  |
| MEDICARE                   | 1.115        | 1.087        | 0.858        | 0.991        | 1.127        | 1.056        | 0.939        | 1.170        | 1.028        | 1.181        | 1.789        |           | 1.122        | 0.959            |
| MEDICARE ADV/HMO           | 1.222        | 0.777        | 0.911        | 1.027        | 1.230        | 1.021        | 1.005        | 1.186        | 0.813        | 1.435        | 1.801        |           | 1.130        | 0.934            |
| MEDICAID                   | 0.988        | 1.074        | 0.046        | -            | -            | -            | 0.844        | 1.039        | 1.213        | 0.762        | -            |           | 0.852        | 1.103            |
| <b>ALL PAYOR</b>           | <b>1.083</b> | <b>1.038</b> | <b>0.870</b> | <b>1.001</b> | <b>1.165</b> | <b>1.009</b> | <b>1.025</b> | <b>1.145</b> | <b>1.028</b> | <b>1.168</b> | <b>1.612</b> |           | <b>1.104</b> | <b>0.958</b>     |
| <b>A.L.O.S.</b>            |              |              |              |              |              |              |              |              |              |              |              |           |              |                  |
| MEDICARE                   | 3.38         | 2.88         | 3.00         | 2.20         | 3.56         | 3.25         | 4.00         | 3.09         | 2.44         | 3.38         | 3.50         |           | 3.15         | 2.89             |
| MEDICARE ADV/HMO           | 4.00         | 3.00         | 2.50         | 3.75         | 3.00         | 2.00         | 3.00         | 2.50         | 3.50         | 4.00         | 2.00         |           | 3.02         | 3.05             |
| MEDICAID                   | 1.00         | 3.50         | 1.00         | -            | -            | -            | 2.00         | 2.00         | 3.50         | 2.00         | -            |           | 2.14         | 3.70             |
| COMM.INS.                  | 3.00         | 1.00         | 1.67         | 2.00         | 2.00         | 3.00         | 4.00         | 2.00         | -            | 6.00         | 2.50         |           | 2.72         | 2.63             |
| OTHER                      | 3.00         | -            | -            | 2.00         | 6.00         | -            | -            | -            | 2.00         | 1.00         | 1.00         |           | 2.50         | 2.23             |

|                  | OCT<br>2019 | NOV<br>2019 | DEC<br>2019 | JAN<br>2020 | FEB<br>2020 | MAR<br>2020 | APR<br>2020 | MAY<br>2020 | JUN<br>2020 | JUL<br>2020 | AUG<br>2020 | SEP<br>2020 | 2019/2020 | PYTD<br>2018 -<br>2019 |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|------------------------|
| <b>TOTAL</b>     | 3.00        | 2.86        | 2.65        | 2.65        | 3.48        | 3.00        | 3.57        | 2.81        | 2.71        | 3.47        | 3.06        | -           | 3.02      | 2.84                   |
| <b>SWINGBED:</b> |             |             |             |             |             |             |             |             |             |             |             |             |           |                        |
| ADMISSIONS       | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0         | 0                      |
| (MCR Admissions) | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0         | 0                      |
| PATIENT DAYS     | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0         | 0                      |
| DISCHARGES       | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0         | 0                      |

|   | OCT   | NOV   | DEC   | JAN   | FEB   | MAR   | APR   | MAY   | JUN   | JUL   | AUG   | SEP  | 2019/2020 | PYTD 2018 - 2019 |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|-----------|------------------|
|   | 2019  | 2019  | 2019  | 2020  | 2020  | 2020  | 2020  | 2020  | 2020  | 2020  | 2020  | 2020 | 2020      | 2019             |
| <b>HOSPICE:</b>                           |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
| ADMISSIONS                                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0    | 0         | 9                |
| PATIENT DAYS                              | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0    | 0         | 12               |
| DISCHARGES                                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0    | 0         | 9                |
| <b>OBSERVATION</b>                        |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
| ADMISSIONS                                | 18    | 15    | 16    | 11    | 12    | 6     | 10    | 3     | 11    | 7     | 5     |      | 114       | 142              |
| ADMIT TO IP                               | 3     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 1     |      | 4         | 3                |
| DISCHARGES                                | 19    | 14    | 16    | 12    | 12    | 6     | 10    | 10    | 12    | 7     | 5     |      | 123       | 140              |
| PATIENT DAYS                              | 22    | 16    | 25    | 16    | 21    | 7     | 11    | 13    | 13    | 10    | 4     |      | 158       | 187              |
| <b>TOTAL PT DAYS (IP, OBS, SWB, HOSP)</b> |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
|   | 91    | 56    | 86    | 85    | 101   | 40    | 61    | 58    | 51    | 62    | 56    | 0    | 747       | 933              |
| <b>SURGERIES:</b>                         |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
| IP SURGERIES                              | 1     | 2     | 0     | 1     | 1     | 1     | 1     | 2     | 1     | 1     | 1     |      | 12        | 7                |
| SWB SURGERIES                             | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |      | 0         | 0                |
| OBS SURGERIES                             | 0     | 0     | 1     | 1     | 0     | 0     | 2     | 0     | 1     | 1     | 0     |      | 6         | 0                |
| OP SURGERIES                              | 59    | 46    | 37    | 43    | 36    | 17    | 8     | 23    | 25    | 15    | 21    |      | 330       | 227              |
| TOTAL SURGERIES                           | 60    | 48    | 38    | 45    | 37    | 18    | 11    | 25    | 27    | 17    | 22    | 0    | 348       | 234              |
| <b>SCOPES:</b>                            |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
| IP SCOPES                                 | 0     | 1     | 2     | 2     | 1     | 0     | 0     | 0     | 0     | 0     | 1     |      | 7         | 6                |
| SWB SCOPES                                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |      | 0         | 0                |
| OBS SCOPES                                | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |      | 1         | 3                |
| OP SCOPES                                 | 78    | 58    | 76    | 63    | 73    | 45    | 9     | 40    | 59    | 58    | 64    |      | 623       | 502              |
| TOTAL SCOPES                              | 78    | 59    | 79    | 65    | 74    | 45    | 9     | 40    | 59    | 58    | 65    | 0    | 631       | 511              |
| PROCEDURES OTHER                          | 6     | 3     | 3     | 6     | 2     | 7     | 0     | 3     | 3     | 5     | 1     |      | 39        | 69               |
| TOTAL PATIENTS                            | 134   | 104   | 114   | 109   | 107   | 65    | 17    | 64    | 81    | 77    | 76    |      | 948       | 734              |
| TOTAL SRGS/SCOPES                         | 138   | 107   | 117   | 110   | 111   | 63    | 20    | 65    | 86    | 75    | 87    | 0    | 979       | 745              |
| <b>EMERGENCY ROOM:</b>                    |       |       |       |       |       |       |       |       |       |       |       |      |           |                  |
| ER VISITS D/C, AMA, EXP                   | 354   | 420   | 541   | 481   | 391   | 355   | 224   | 271   | 329   | 338   | 405   |      | 4109      | 4922             |
| ER TRANSFERS                              | 26    | 17    | 32    | 25    | 33    | 27    | 22    | 23    | 23    | 30    | 31    |      | 289       | 306              |
| ER OBSERVATION-ADM                        | 17    | 13    | 8     | 7     | 14    | 6     | 6     | 8     | 8     | 7     | 5     |      | 99        | 149              |
| ER IP-ADMITTS                             | 14    | 10    | 25    | 19    | 18    | 12    | 9     | 16    | 10    | 15    | 13    |      | 161       | 190              |
| TOTAL ER                                  | 411   | 460   | 606   | 532   | 456   | 400   | 261   | 318   | 370   | 390   | 454   | 0    | 4658      | 5567             |
| SR CARE VISITS (Billed Visits)            | 557   | 408   | 350   | 459   | 413   | 267   | 200   | 278   | 235   | 223   | 224   |      | 3614      | 4613             |
| PT/OT/ST                                  | 438   | 386   | 435   |       |       |       |       |       |       |       |       |      | 1259      | 8319             |
| Cryotherapy                               | 81    | 78    | 73    |       |       |       |       |       |       |       |       |      | 232       | 797              |
| E/R ROOM LEVELS CASE MIX                  | 3.933 | 3.672 | 3.553 | 3.665 | 3.723 | 3.665 | 3.886 | 3.755 | 3.704 | 3.719 | 3.767 |      | 3.731     | 3.780            |
| Average Daily Census                      | 2.23  | 1.33  | 1.97  | 2.23  | 2.76  | 1.06  | 1.67  | 1.45  | 1.27  | 1.68  | 1.68  | -    | 1.76      | 2.04             |

## Collaborative Agreement

This Collaborative Agreement ("Agreement") is entered into by and between Texas A&M University Health Science Center (hereinafter "TAMHSC"), a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the A&M Rural and Community Health Institute (hereinafter "ARCHI"), having a principal place of business at 2700 Earl Rudder Frwy. S., Suite 3000, College Station, TX 77845 and Glen Rose Medical Center ("Collaborator"), a Texas hospital.

TAMHSC and Collaborator desire to perform certain collaborative work and are willing to have the facility CEO directly collaborate and/or provide TAMHSC with access to proprietary data and materials and receive from TAMHSC certain proprietary data and research materials. Such collaborative work is of mutual interest and benefit to the parties, and will further the capacity of TAMHSC to support healthcare access in a manner consistent with its status as an agency of the State of Texas.

The parties agree as follows:

### 1. Collaborative Program

- 1.1. Each party shall use reasonable efforts to conduct the activities for which it is responsible under the Collaborative program described in Appendix A (the "Program"). The Program may only be changed by written amendment to this Agreement signed by authorized representatives of both parties.
- 1.2. TAMHSC appoints Nancy W. Dickey, MD, or other assignee, to direct its activities under the Program as its Principal. If, for any reason, TAMHSC's Principal is unable to continue to serve in that role and a successor acceptable to both TAMHSC and Collaborator is not available, either party may terminate this Agreement as provided in Section 2.2.
- 1.3. Collaborator appoints Facility CEO to direct its activities under the Program. If, for any reason, Collaborator's Principal is unable to continue to serve in that role and a successor acceptable to both TAMHSC and Collaborator is not available, either party may terminate this Agreement as provided in Section 2.2.
- 1.4. Any materials or data ("Materials") of one party transferred to the other in connection with the Program may only be used as provided in the Program. Unless the parties agree otherwise, Materials are the Confidential Information of the party providing them.
- 1.5. The parties will generally keep one another informed of the results of the work performed in connection with the Program, principally through their respective Principals. The parties' respective Principals will meet and provide reports as provided in the Program.
- 1.6. Nothing in this Agreement limits the freedom of TAMHSC whether as participants in this Agreement or not, to engage in similar inquiries made independently under other grants, contracts or agreements with other parties.
- 1.7. Each party shall bear its respective costs, risks, and liabilities incurred by it as a result of its activities under this Agreement. Neither TAMHSC nor Collaborator has any right to any reimbursement, payment, or compensation under this Agreement. Any such obligations must be addressed in separate written agreements between the parties.

### 2. Term and Termination

- 2.1. This Agreement commences on date of last signature (the "Effective Date") and, unless earlier terminated under this Article 2, will terminate February 15, 2022.
- 2.2. Either party may terminate this Agreement for convenience effective upon 30 days written notice.

- 2.3. Either party may terminate this Agreement effective upon written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach. If the breach is incurable, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.
- 2.4. Articles 3, 5, 6, and 7 and Section 8.2 will survive the termination of this Agreement. Article 4 will survive the termination of this Agreement for a period of three years.

### **3. Intellectual Property**

- 3.1 "Intellectual Property" means patentable or unpatentable inventions, discoveries, works of authorship, software, information, data, or other intellectual property.
- 3.2 "Program IP" means all Intellectual Property that is authored or conceived and reduced to practice in the performance of the Program.
- 3.3 Ownership of Program IP will be as follows:
  - (a) Title to any Program IP made or conceived solely by TAMHSC personnel vests in TAMHSC.
  - (b) Title to any Program IP made or conceived solely by Collaborator personnel vests in Collaborator.
  - (c) Title to any Program IP made or conceived jointly by personnel of both TAMHSC and Collaborator ("Joint IP") vests jointly in TAMHSC and Collaborator.
- 3.4 Inventorship or authorship of Program IP will be determined according to United States patent or copyright law.
- 3.5 In the absence of a written agreement to the contrary, the filing, prosecution, defense and maintenance of all patents for Joint IP will be conducted jointly in the name of both parties and controlled by them jointly, acting reasonably and in good faith.
- 3.6 In the absence of a written agreement to the contrary, TAMHSC and Collaborator will be independent owners of any corresponding patent rights in any Joint IP under 35 USC §262 with no obligation of accounting to one another.
- 3.7 Nothing in this Agreement grants either party any rights to any of the other party's Materials except to the limited extent necessary to perform that party's obligations under this Agreement.

### **4. Confidential Information**

- 4.1 The parties anticipate that under this Agreement it may be necessary for either party to transfer to the other information of a confidential nature ("Confidential Information"). The disclosing party shall clearly identify Confidential Information at the time of disclosure by:
  - (a) Appropriate stamp or markings on the document exchanged; or
  - (b) Written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within 30 days of the disclosure to the other party.
- 4.2 "Confidential Information" does not include information that:
  - (a) Is or becomes publicly known or available other than as a result of a breach of this Agreement by the receiving party;
  - (b) Was already in the possession of the receiving party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential;
  - (c) The disclosing party had disclosed or discloses to an individual or entity without confidentiality restrictions; or



- (d) The receiving party had developed or develops independently before or after the disclosing party discloses equivalent information to the receiving party.
- 4.3 For a period of 3 years from the date of disclosure, each party shall use the same reasonable efforts to protect Confidential Information as it uses to protect its own confidential information of a similar nature. Each party may only disclose Confidential Information to its personnel who are directly involved with the Program.
- 4.4 Neither party may reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement.
- 4.5 If a party is legally required to disclose Confidential Information, the party shall, to the extent allowed by law, promptly give the other party written notice of the requirement so as to provide that party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the party complies with the terms of this Section 4.5, disclosure of that portion of the Confidential Information which the party is legally required to disclose will not constitute a breach of this Agreement.
- 4.6 Each party shall, upon request of the other party, promptly return or destroy all materials embodying Confidential Information, except that the party may securely retain one copy in its files solely for record purposes.
- 4.7 The furnishing of any Confidential Information does not grant the other party any license under any invention or patent owned or controlled by the disclosing party.
- 5. Publications**
- 5.1 TAMHSC may publish the results of the Program, except for the Collaborator's Confidential Information, after providing the other with a 30-day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information. If necessary to permit the preparation and filing of U.S. patent applications, the parties may agree to an additional review period not to exceed 60 days. Such delay may not be imposed on the filing or publication of any student thesis or dissertation. Failure by the Collaborator to respond within 30 days will constitute de facto agreement that no delay in publication is necessary. Any further extension will require agreement between the parties.
- 5.2 TAMHSC shall appropriately acknowledge the contributions of the Collaborator in each publication.
- 6. Liability**
- 6.1 At all times during and after the termination of this Agreement, Collaborator shall indemnify and defend TAMHSC, The Texas A&M University System, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability that arises in whole or in part from the negligence or willful misconduct of Collaborator, except to the extent that such loss, claim, damage or other liability arises in whole or in part from the negligence or willful misconduct of TAMHSC.
- 6.2 **Neither party makes any warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Program and any Materials, or the condition, ownership, merchantability, or fitness for a particular purpose of the Program results, Materials, or any Program IP, or that the use of any Program IP, Program results, or Materials will not infringe any intellectual property right of a third party.**
- 7. Export Controls**

7.1 It is understood that TAMHSC is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. Each Party will comply with applicable U.S. export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended. This section survives any termination of this Agreement.

## **8. General Provisions**

- 8.1 This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The employees of either party are not employees of the other, nor are they are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
- 8.2 Neither party may use the name or any adaptation of the name of the other party or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement by the other party or its employees.
- 8.3 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates is as provided under Texas law.
- 8.4 Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) A&M Rural and Community Health Institute (ARCHI): 2700 Earl Rudder FWY S., Suite 3000, College Station, TX 77845
  - (b) Collaborator: Glen Rose Medical Center, 1021 Holden St., Glen Rose, TX 76043
- 8.5 This Agreement contains the entire understanding of the parties as to the Program, and supersedes all other written and oral agreements between the parties as to the Program. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- 8.6 This Agreement is assignable only with the written consent of both parties.
- 8.7 TAMHSC is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TAMHSC's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 8.8 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 8.9 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent

jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

- 8.10 If either party fails to fulfill its obligations under this Agreement, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event will such time extend for more than 30 days.
- 8.11 Any provision of this Agreement that may reasonably be interpreted as being intended by the parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- 8.12 This Agreement may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

The parties have executed this Agreement on the dates indicated below.

**Texas A&M University Health Science Center,  
a health related institution under the  
administration of Texas A&M University**

**Glen Rose Medical Center**

By: \_\_\_\_\_  
Name: Katherine Kissmann  
Title: Director, Research Contracts  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Appendix A Program**

TAMHSC will:

- 1.) Provide intensive technical assistance based on a thorough needs assessment of the facility and community.
- 2.) Attend multi-day site visit to meet with hospital leadership, hospital board members and key community members.
- 3.) Provide periodic written updates and recommendations.

Collaborator will:

- 1.) Provide all data and information requested by TAMHSC to assist in developing and implementing course of action
- 2.) Be available for a multi-day onsite visit from the TAMHSC team
- 3.) Facilitate community and hospital board introductions, meetings, and discussion as needed by TAMHSC to complete a needs assessment and move forward with a course of action
- 4.) Agree to share data and other information with TAMHSC team
- 5.) Agree to notify TAMHSC if there is a significant change in status that would impact the needs assessment as well as the action plan