Network Provider Agreement

This Agreement ("Agreement") is made and entered into as of November 24, 2025, by and between Galveston County, a political subdivision of the State of Texas ("County"), and South Shore ER, LLC, a Texas corporation with its principal place of business at 3016 Marina Bay Dr., League City, TX 77573 ("Provider"). The County and Provider may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the County provides health insurance coverage for its employees, retirees, and their dependents through a benefits plan ("Insurance Plan") currently administered by Blue Cross Blue Shield; and

WHEREAS, Provider is a licensed emergency medical care facility that wishes to offer services to beneficiaries of the County's Insurance Plan; and

WHEREAS, the County wishes to improve the availability of services under its Insurance Plan while managing enrollees' exposure to out of pocket costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 The Provider agrees to offer medical care services, including emergency care to all persons who are enrolled in the County's Insurance Plan at the time of service.
- 1.2 The Provider agrees to accept reimbursement from the County's Insurance Plan at in-network rates as the full, reasonable and customary cost of services provided to any person enrolled in the County's Insurance Plan.
- 1.3 The Provider agrees not to seek any other payment or compensation from any person enrolled in the County's Insurance Plan with the sole exception of the patient responsibility amount approved by the administrator of the County's Insurance Plan in satisfaction of the patient's deductible.
- 1.4. The Provider further agrees that any and all practitioners who treat enrollees of the County's Insurance Plan through the Provider's facilities will also be bound by this agreement.
- 1.5. County and Provider acknowledge that enrollees of the County's Insurance Plan are the intended beneficiaries of this agreement.

2. PAYMENT TERMS

2.1 The County agrees that the Provider shall be compensated at the in-network rates under the County's Insurance Plan by the administrator of that plan.

2.2 Employees and covered individuals shall only be responsible for their applicable copayments and/or out-of-pocket deductibles as specified in the Insurance Plan.

3. TERM AND TERMINATION

- 3.1 This Agreement shall commence on the date first written above and shall continue in effect for a period of one year unless terminated earlier in accordance with this Agreement.
- 3.2 Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.
- 3.3 If neither Party terminates this Agreement before its expiration or provides notice of intent to not renew the same at least 30 days prior to expiration, this Agreement shall be renewed for successive one-year terms.

4. CONFIDENTIALITY

4.1 The Parties agree to comply with all laws governing confidentiality of information, specifically including HIPAA and the Texas Medical Practice Act. The Parties do not anticipate directly exchanging information, but rather intend to transmit information regarding treatment and claims via the administrator of the County's Insurance Plan in compliance with normal claims-processing practices and applicable law.

5. GOVERNING LAW

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, regardless of its choice of law principles. Exclusive venue for any dispute arising under or relating to this agreement shall lie in the state courts located in Galveston County, Texas.

6. AMENDMENTS

6.1 This Agreement may only be amended or modified in writing signed by both Parties.

7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties relating to the subject matter hereof.

8. SEVERABILITY

8.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. NOTICES

9.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail,

return receipt requested, to the addresses set forth below or to such other address as either Party may designate by written notice.

If to County:
Galveston County
722 Moody Ave., 2nd Floor
Galveston, TX 77550

Attn: Mark Henry, County Judge Email: mark.henry@co.galveston.tx.us

If to Provider:
South Shore ER
3016 Marina Bay Dr.
League City, TX 77573
Attn: Suchmor Thomas

Attn: Suchmor Thomas, MD Email: suchmor@yahoo.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GALVESTON COUNTY

By: Mark Henry, County Judge	Date: November 24, 2025
Attest:	COURT 14 18
Dwight D. Sullivan, County Clerk	By: Melissa A. Cholds
SOUTH SHORE ER, LLC	
By Suchmor Trans	Date: 11-13-dodJ

Name: Suchmor Thomas, MD

Title: Medical Director