

**INTERLOCAL AGREEMENT FOR INDIGENT HEALTHCARE FOR
2023 - 2024**

STATE OF TEXAS

GUADALUPE COUNTY

THIS AGREEMENT, is made by and between the County of Guadalupe, Texas ("County"), the City of Seguin, Texas ("City") and Guadalupe Regional Medical Center ("GRMC").

RECITALS

WHEREAS, this Agreement is made under the authority granted by and pursuant to the Indigent Health Care and Treatment Act, Chapter 61 of the Texas Health and Safety Code; and

WHEREAS, the GRMC agrees to provide indigent health care for the residents of Guadalupe County in compliance with the Texas Department of State Health Service's Indigent Health Care Program; and

WHEREAS, the County and City agree to pay to GRMC eight (8) percent of the total general fund tax levy with county sales tax added as shown on the County Indigent Health Care Information report; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements of the parties hereinafter set forth herein, including the recitation above, the County and the City, and the Medical Center have agreed as follows:

I.

During the term of this agreement, the GRMC agrees to follow the Texas Department of State Health Service's Indigent Health Care Program in all matters including, but not limited to, the application process, billing requirements, reporting, notification and audit requirements. GRMC accepts responsibility for those charges that are determined by the Texas Department of State Health Services to be not in compliance with the Indigent Health Care Program. GRMC accepts responsibility to complete the reports required by the Texas Department of State Health Services including, but not limited to, the CIHCP Monthly Financial/Activity Report (Form 105) and present it to the

County for signature and prepare for the County a letter of notification to the State both at the six (6) percent level and before the eight (8) percent level.

II.

It is further understood that in the performance of all obligations undertaken by this agreement, GRMC is acting as an independent contractor with the right to supervise, manage, control, and direct the performance of the Indigent Health Care Program; the County and City will look to GRMC for results only and the County and City shall have no right at any time to direct or supervise GRMC's administration of the Indigent Health Care Program or its agents or employees in the performance of such services or as to the manner, means, or method in which the services are performed.

III.

It is further understood that any prisoner held in either the City or County jail who otherwise qualifies as indigent under the guidelines established in accordance with the terms and conditions of Section 61 of the Texas Health and Safety Code will be entitled to inclusion in Guadalupe County's Indigent Healthcare program.

IV.

It is expressly understood that the County and City are responsible for maximum sum of \$5,121,038.00 which is eight (8) percent of the County's total general tax levy with County sales tax added as shown on the 2023 County Indigent Health Care Information report, to fully discharge their obligations under this agreement; and

V.

On December 1, 2023, the County shall pay to GRMC the sum of \$2,560,519.00. This represents the first half of the County's obligation to pay GRMC for the qualified indigent healthcare allowable amount. On December 1, 2023, the City shall pay to the County the sum of \$1,280,259.50. On or about August 31, 2024 GRMC will provide the County and the City with annual statement of dollars of healthcare administered by GRMC through the Indigent Health

Care Program. Should there be funds with GRMC over one hundred dollars (\$100.00) the funds will be distributed per Section VI below. Should there be a balance over one hundred dollars (\$100.00) owed to GRMC the County and City will each pay to GRMC fifty-percent (50%) of the balance owed to GRMC on or before September 30, 2024. This represents the second half of the County and City's obligation to pay GRMC for the qualified indigent healthcare allowable amount the sum of \$1,280,259.50. Neither the County or City will be expected to jointly cover a balance that exceeds a total of \$2,560,519.00.

VI.

The term of this agreement shall be twelve (12) months beginning September 1, 2023 and ending August 31, 2024. If GRMC has more than one hundred dollars (\$100.00) of those funds left over after paying for all charges compliant with the Indigent Health Care Program GRMC shall reimburse the City and County the full amount of unspent funds on or before September 30, 2024. GRMC shall be responsible for splitting any reimbursement issued pursuant to this paragraph equally between the City and the County.

EXECUTED in triplicate originals in Guadalupe County, Texas, and shall be effective on September 1, 2023.

EXECUTED in triplicate originals by Guadalupe County Judge, Kyle Kutscher on _____, 2023.

GUADALUPE COUNTY
By: Kyle Kutscher, County Judge

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2023, to certify which, witness my hand and seal of office.

Notary Public in and for the State of Texas

EXECUTED in triplicate originals by City of Seguin, City Manager Steve Parker on _____, 2023.

CITY OF SEGUIN
By: Steve Parker, City Manager

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2023, to
certify which, witness my hand and seal of office.

Notary Public in and for the State of Texas

EXECUTED in triplicate originals by Guadalupe Regional Medical Center CEO Robert
G. Haynes on _____, 2023.

GUADALUPE REGIONAL MEDICAL CENTER
By: Robert G. Haynes, CEO

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2023, to
certify which, witness my hand and seal of office.

Notary Public in and for the State of Texas