

**INTERLOCAL AGREEMENT FOR INDIGENT HEALTHCARE FOR
2015 - 2016**

**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 ("Medical Center").

WITNESSETH

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 Medical Center 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 the Medical Center 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:

During the term of this agreement, the Medical Center 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. The Medical Center 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. The Medical Center 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.

It is further understood that in the performance of all obligations undertaken by this agreement, the Medical Center 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 the Medical Center for results only and the County and City shall have no right at any time to direct or supervise the Medical Center'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 \$ 2,980,147.20 which is eight (8) percent of the County's total general tax levy with County sales tax added as shown on the 2015 County Indigent Health Care Information report as shown on line 9 of said report, to fully discharge their obligations under this agreement; and

V.

On December 1, 2015, the County shall pay to GRMC the sum of \$1,490,073.60. This represents the first half of the County's obligation to pay GRMC for the qualified

indigent healthcare allowable amount, and on June 1, 2015 the County shall pay to GRMC the sum of \$1,490,073.60. This represents the balance of the County's obligation to pay for the qualified indigent healthcare allowable. On August 1, 2016 the City shall pay to the County the sum of \$1,490,073.60. This represents the City's obligation to pay for its portion of the qualified indigent healthcare allowable amount.

VI.

The term of this agreement shall be twelve (12) months beginning September 1, 2015 and ending August 31, 2016

EXECUTED in triplicate originals in Guadalupe County, Texas, and shall be effective on September 1, 2015

EXECUTED in triplicate originals by the County on _____, 2015.

GUADALUPE COUNTY

By: Kyle Kutscher, County Judge

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2015, 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, Texas on _____, 2015.

CITY OF SEGUIN

By: Douglas G. Faseler, City Manager
City of Seguin

SUBSCRIBED AND SWORN TO BEFORE ME on _____
,2015, to certify which, witness my hand and seal of office.

EXECUTED in triplicate originals by Guadalupe Regional Medical Center on _____
, 2015.

GUADALUPE REGIONAL MEDICAL CENTER
By: Robert Haynes CEO

SUBSCRIBED AND SWORN TO BEFORE ME on _____
, 2015, to certify which, witness my hand and seal of office.

Notary Public in and for the State of Texas