

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT OF THE AGREEMENT BETWEEN WALLER COUNTY AND BRAZOS VALLEY COUNCIL OF GOVERNMENTS

This Amendment of the Agreement is entered into and effective as of the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas, a political subdivision of the State of Texas (“County”), and Brazos Valley Council of Governments, (“BVCOG”) with its principal place of business at 3991 E 29th Street, Bryan, Texas 77802 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County and BVCOG are Parties to the original agreement (“Agreement”) entered into pursuant to the County Indigent Health Care Program, approved by the Waller County Commissioners Court on October 30, 2013, and effective on October 30, 2013, which is attached hereto as Exhibit 1;

WHEREAS, BVCOG requests a price adjustment of ten percent raising the total yearly fee amount to \$33,000.00. The adjusted price is to take effect on October 1, 2025. The amount is to be paid out in even quarterly payments of \$8,250.00;

WHEREAS, the Parties wish to amend the Agreement in order to reflect the requested price adjustment;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, as attached and made a part hereof, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the Agreement as follows:

SECTION 1. AMENDMENT

- 1.1 The Parties agree that the Rates for Reimbursement in the Agreement is amended from \$30,000 annually to \$33,000 annually, and the amount is to be paid by the County in quarterly payments of \$8,250.00.
- 1.2 The amended Rate for Reimbursement shall take effect on October 1, 2025.
- 1.3 Except as expressly modified herein, all other terms and conditions of the Agreement and each of the previous Amendments, if any, shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.
- 1.4 Signatories represent and warrant that they have the authority to bind the respective Parties.

WALLER COUNTY

Carbett “Trey” Duhon, III
Waller County Judge

Date: _____

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Michael Parks

Michael Parks
Executive Director

Date: 6/18/2025

EXHIBIT 1

This Contract is Subject to Arbitration Under the Texas General Arbitration Act

This Contract is entered into by and between **WALLER COUNTY** acting by and through its duly elected Board (hereinafter "**County**") and the **BRAZOS VALLEY COUNCIL OF GOVERNMENTS** (hereinafter "**BVCOG**")

The purpose of the Contract is to outline the responsibilities of each of the parties in the implementation of Title 2 Subtitle C Chapter 61 of the Texas Health and Safety Code

The parties mutually agree as follows

In compliance with the Indigent Health Care and Treatment Act (hereinafter "**Act**") and the Texas Constitution pertaining to indigent health care, the County agrees to provide the financial resources for the mandatory Inpatient, Outpatient, Physician, Prescription, X-Ray, Laboratory, Rural Health Clinic and Family Planning Services to eligible household members that meet the requirements of the Act, the Texas Department of Health (TDH) Handbook and the BVCOG

RATES FOR REIMBURSEMENT

For and in consideration of the funding provided by the County, the BVCOG agrees to administer the County Indigent Health Care (CHIC) Program in compliance with the Act and pursuant to the regulations of the Texas Department of State Health Services and the Texas Administrative Code, Title 25, Chapter 14, for the State Dept of Health, Regions 7 and 6/5S WALLER COUNTY agrees to pay BVCOG **\$30,000.00** annually Payment will be made to the BVCOG quarterly

RESPONSIBILITIES OF BVCOG

For and in consideration of the funding provided by the County, the BVCOG agrees to administer the County Indigent Health Care Program in compliance with the Act and pursuant to the regulations of the Texas Department of State Health Services and the Texas Administrative Code, Title 25, Chapter 14, by providing

- 1 Providing all necessary application forms to potentially Eligible Individuals
- 2 Provide intake services in the County at least once a month

- 3 Be available to meet with county officials on occasion at a time mutually agreeable by both parties
- 4 Assist applicants in completing all necessary forms
- 5 Determine the eligibility of each applicant with regard to residency and qualifications defined in the Act. In this capacity the BVCOG shall also be responsible for mailing all necessary forms and following all procedures defined in the handbook with regard to notifications and appeals on the issue of household eligibility
- 6 Maintain this Contract and assist the parties hereto in the operation of the Program
- 7 Maintain electronic data files on Clients
- 8 Upon request, provide information to all parties legally able to have the information, primarily in electronic format
- 9 Respond to all and any inquires regarding the Program
- 10 Assist the County with information needed for Audit purposes
- 11 Monitor the Program on a periodic basis to review overall Program management and operation
- 12 Assist the County with all of its responsibilities under Section 61 of the Code and the part of the Constitution pertaining to it
- 13 Perform all other duties and functions necessary to fulfill the requirements as outlined in Section 61 and Texas Dept. of Health Handbook
- 14 Review the Eligibility of each household at least every six (6) months
- 15 Prepare and distribute to the Provider no less than once every six (6) months a computer list of Eligible Residents
- 16 Determine Eligibility not later than the fourteenth (14) day after receiving a completed application from an applicant including all necessary documentation and verifications
- 17 Receive all bills submitted by the Provider for payment of Services and review the same to verify that the Services and the patient qualify in all respects
- 18 Communicate bills to be paid and correspondence via electronic means to the County

RESPONSIBILITIES FOR THE COUNTY

For and in consideration of the services provided by BVCOG, the County will provide

- 1 Provide County funds for the payment of mandated services
- 2 Provide County funds for the Administration of the Program to the BVCOG on a quarterly basis
- 3 Incorporate Indigent Health Care Services bills received from BVCOG into the County's established system for paying like bills
- 4 Provide an audit of the Program as required by State law
- 5 Accept ultimate responsibility for payment of services, which may be determined through an audit to have been an Ineligible expense

- 6 Provide for and assist with the procurement of and payment for legal services as necessary
- 7 Provide for and assist with the procurement of and payment for additional audit services
- 8 Provide staff necessary to act as a point of contact for the public to obtain local Indigent Health Care information and information on how to contact BVCOG
- 9 Provide to BVCOG the name and contact information for the primary County staff responsible to interface with BVCOG
- 10 Provide an accessible and private office in which BVCOG staff may meet with WALLER County clients and applicants
- 11 Provide BVCOG staff with printer and copier access when meeting with clients and applicants in WALLER County

TERM

This Interlocal Agreement shall be effective when executed by all parties and continue in force and effect until terminated or modified by either party in accordance with the provisions herein

CANCELLATION

This Contract may be canceled by either of the parties hereto upon Sixty (60) days written notice as provided herein. This Contract will be canceled automatically should the County become remiss in their reimbursements to the BVCOG for administrative services

ALTERNATIVE DISPUTE RESOLUTION

The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit this dispute to mediation as described in Section 154.023 of the Texas Civil Practices and Remedies Code. The parties further agree that the results of the mediation will not be binding on the parties. The parties shall have the right to undertake proceedings in a court of proper jurisdiction.

INDEMNITY

Any monetary loss suffered by the County from Ineligible Clients, mistake, fraud or other conditions cannot be recovered from the BVCOG

AMENDMENT

This Contract shall be automatically amended by the amendments made to Section 61 by the State Legislature, in all other respects, this Contract may only be amended by the written consent of all the parties hereto

GOVERNING LAW

This Contract shall be executed in and shall be governed by the laws of the State of Texas BVCOG and the County agree that venue for any arbitration or litigation shall be in the home county of the defendant

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents, which may be necessary to carry out the provisions of this Contract

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and software providers, phone and internet service providers, carriers, or other parties to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon and an expected date when obligations under this Agreement will be resumed

SEVERABILITY

In the event that any of the provisions or portions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby

ENTIRE CONTRACT

This Contract contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Contract, which are not fully expressed herein.

EFFECTIVE the 30th day of October, 2013

WALLER COUNTY

By Glen Beendorf Date OCT 30 2013
Judge Glen Beendorf

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

By Tom Wilkinson, Jr Date 9/25/13
Executive Director



BRAZOS VALLEY COUNCIL OF GOVERNMENTS
P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128

June 4, 2025,

Honorable Trey Duhon
836 Austin St #203
Hempstead, Texas 77445

Subject: County Indigent Health Care Program

Dear Judge Duhon,

I am writing to inform you that, due to rising costs and inflationary pressures, we will be implementing a 10% increase for the County Indigent Health Care Administration. Following careful evaluation, the fee amount has been adjusted from \$30,000 to \$33,000. Given that the fee has remained unchanged for the past 15 years, this adjustment reflects a modest annual increase of just over half a percent. The revised amount will take effect on October 1, 2025.

This adjustment will help ensure that we can continue delivering the high-quality service and support you expect. Our commitment to serving the community remains unwavering, and we appreciate your understanding as we take this necessary step to maintain excellence.

Thank you for your continued partnership. Please do not hesitate to reach out if you have any questions or require further clarification.

A handwritten signature in black ink, appearing to read "Michael Parks". The signature is fluid and cursive.

Michael Parks, AICP
Executive Director
Brazos Valley Council of Governments