

CONTRACT

(NUECES COUNTY /BEHAVIORAL HEALTH CENTER OF NUECES COUNTY)

STATE OF TEXAS *
***** **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF NUECES *

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and Behavioral Health Center of Nueces County ("BHCNC"), a mental health community center that is a unit of local government established by contract between the Corpus Christi City Council and Nueces County Commissioners' Court in 1969 and is designated by the State as the Mental Health and Intellectual and Developmental Disabilities Authority of Nueces County.

WITNESSETH:

WHEREAS, the Commissioners Court finds that providing mental health services, a counseling program, drug abuse services, child and adolescent youth services, and intellectual disability services constitutes public health services in Nueces County provided by BHCNC; and

WHEREAS, the Commissioners Court finds the need for these public health services to aid the residents of Nueces County needing such health services; and,

WHEREAS, the Commissioners Court is authorized to appropriate and spend money from the county general revenues for public health and sanitation in the county pursuant to § 122.001 of the Texas Health and Safety Code as further described in Texas Attorney General Opinions H-976 and H-1279.

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and

conditions contained herein to further the public purpose of providing the aforementioned public health services to the residents of Nueces County, the County and BHCNC agree as follows:

I.

BHCNC will provide mental health services, a counseling program, drug abuse services, child and adolescent youth services, and intellectual disability services to the residents of Nueces County. BHCNC will provide program access or remove barriers to accessibility under the Americans with Disabilities Act to allow individuals with disabilities the opportunity to participate and receive benefits of services, programs and activities.

II.

BHCNC will submit an annual report to the County indicating services by BHCNC in performance of its obligations pursuant to this agreement. BHCNC shall include in its report a detailed accounting of expenditures of County funds and any measurable results. Such report shall be presented to the County Commissioners Court at a noticed meeting.

III.

BHCNC will diligently use its resources to provide the aforementioned services to the residents of Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2015-2016, the County will provide \$1,000, subject to appropriations for the administration of BHCNC services related to the purposes of this agreement pursuant to the 2015-2016 County Budget.

V.

BHCNC will cause this funding to be segregated from other funds used for services of BHCNC unrelated to the purposes of this agreement.

VI.

This agreement shall continue in force and effect until September 30, 2016. In the event BHCNC terminates its services related to the purposes of this agreement prior to the expiration of this agreement, the balance of any remaining funds shall be returned to the County in the same proportion that County funds bear to the total funds received or in the possession by BHCNC to conduct services related to this agreement.

WITNESS our hands on this ____ day of _____, 2016.

NUECES COUNTY

Behavioral Health Center of Nueces County

BY: _____
Samuel L. Neal, Jr.
County Judge

BY: _____
Title: _____

ATTEST:

BY: _____
Kara Sands, County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez, County Attorney