

CONTRACT

(NUECES COUNTY / AMISTAD COMMUNITY HEALTH CENTER)

STATE OF TEXAS *

COUNTY OF NUECES *

KNOW ALL MEN BY THESE PRESENTS

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and Amistad Community Health Center ("Amistad"), a Federally Qualified Health Center addressing health disparities that provides affordable health care services to uninsured and underinsured individuals and families in Nueces County.

WITNESSETH:

WHEREAS, Commissioners Court finds that diabetes, heart disease and stroke constitute a public health problem in Nueces County and that Amistad provides what may be reasonably characterized as health services; and

WHEREAS, it has been proven that early detection of people at high risk of developing Type 2 diabetes, combined with a program to support healthy eating, physical activity, and achievable weight loss, can prevent up to 58% of expected diabetes, as well as heart disease and stroke; and

WHEREAS, the Commissioners Court finds the need to promote health services providing diabetes, heart health, and heart related disease and illness awareness and prevention for the residents of Nueces County; 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 and the determinations of Texas Attorney General Opinion Nos. JM-158 (1984) and JM-103 (1983)

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the public purpose of the elimination of diabetes, heart disease and stroke in Nueces County, the County and Amistad agree as follows:

I.

Amistad will provide diabetes, heart disease, and stroke awareness and prevention to the residents of Nueces County. Amistad 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.

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

III.

Amistad 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 2019-2020, the County will provide \$3,000 subject to appropriations for the administration of Amistad services related to the purposes of this agreement pursuant to the 2019-2020 County Budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2020. In the event Amistad 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 Amistad to conduct services related to this agreement.

WITNESS our hands on this ____ day of _____, 2019.

NUECES COUNTY

AMISTAD

BY: _____
Barbara Canales
County Judge

BY: _____
Chief Executive Officer

ATTEST:

BY: _____
Kara Sands, County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney