

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC.**

THIS AGREEMENT FOR FUNDING ("Agreement") IS ENTERED INTO BY AND BETWEEN BRAZOS COUNTY, TEXAS, acting by and through its duly elected County Commissioners (hereinafter "County"), and the BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC. (hereinafter "Provider"), located at 3370 South Texas Avenue, Suite G, Bryan, Texas 77802, and is effective October 1, 2022.

**RECITALS:**

WHEREAS, Chapter 61 of the Health & Safety Code provides for Texas counties not served by a public hospital or hospital district to be the payor of last resort for basic health care for eligible indigent county residents; and

WHEREAS, Section 61.028 of the Health & Safety Code observes that basic services include family planning, laboratory, skilled nursing, physician and inpatient and outpatient hospital services; and

WHEREAS, the County is interested in promoting such care through the Provider which provides all or part of such basic services;

NOW, THEREFORE the parties above agree to provide such indigent health care under the following terms and conditions.

**AGREEMENT**

**TERM**

This Agreement shall continue in force and effect for a term of approximately twelve (12) months commencing on the 1st day of October 2022 and terminating on the 30th day of September 2023.

**CANCELLATION**

This Agreement may be canceled by any of the parties hereto upon sixty (60) days written notice as provided herein.

**SERVICES TO BE PERFORMED BY PROVIDER**

Provider shall provide the following services through trained, salaried staff to pregnant women who qualify for such services pursuant to the guidelines currently implemented for making such determination: interviews, lab work, physical exams, educational information, and medicine as needed (collectively, "Services").

## USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated below shall be used pursuant to the County's authority as set forth in Chapter 61 of the Texas Health & Safety Code.

## COUNTY'S PAYMENT

The County agrees to fund the Provider the sum of \$ **75,000.00** ("Funds") for the term of this Agreement.

## RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following Services pursuant to this Agreement:

1. All necessary application forms to potentially eligible individuals.
2. Obtaining and compiling information on each applicant for Provider Services with regard to residency and financial qualifications.
3. Maintaining this Agreement.
4. Providing of the Provider's Services.
5. Maintaining data files on clients and the Services provided thereto.
6. Respond to all and any inquiries by the County regarding the Provider and its Services.
7. Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the



Provider.

8. Provider will provide financial statements to the County Auditor evidencing how County funds are spent. Such statements to be submitted to County one week prior to the funding dates set forth herein above.
9. Provider will provide the County with any and all certified audits of Provider and the management letter prepared in connection therewith.
10. Provider will provide the Court with statistics evidencing the number of Brazos County residents using the Provider's Services and the percentage Brazos County residents comprise of the total population using Provider's Services.

#### RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its Services and all financial records of the Provider. The Provider agrees to maintain and make available for inspection by the County upon request consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the Provider with funding. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County, if requested.

#### DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the Services stated herein and for any damage to any person resulting from any act or omission or negligence on the part of each party hereto.

## INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

## COUNTY INVOLVEMENT

The County and Provider state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, either direct or indirect, in this Agreement.

## GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

## NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, registered mail to the other party at the following addresses:

BRAZOS MATERNAL & CHILD HEALTH CLINIC, INC.  
3370 South Texas Ave, Suite "G"  
Bryan, Texas 77802

BRAZOS COUNTY COMMISSIONERS COURT  
200 So. Texas Avenue, Suite 310  
Bryan, Texas 77803

## 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 Agreement.

## NO WAIVER OF IMMUNITY

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability by Brazos



County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

#### SEVERABILITY

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

#### ASSIGNABILITY

This Agreement is not assignable by the Provider without the prior written consent of the County.

#### ENTIRE AGREEMENT

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

Executed in duplicate, each of which shall have the full force and effect of an original.

DATED this 11<sup>th</sup> day of October, 2022.

Brazos County

ATTEST:

By: \_\_\_\_\_  
Duane Peters, Brazos County Judge

By: \_\_\_\_\_  
Karen McQueen, Brazos County Clerk

Brazos Maternal & Child Health Clinic, Inc.

By: Lynn Yeager  
Lynn Yeager, Executive Director

By: Regina Beard, Vice President  
Courtney Randleman, President

## Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Brazos Maternal + Child Health Clinic, Inc

Authorized Company Representative: Lynn Clary Yeager

Address: 3370 S. Texas Ave Ste G

Bryan TX 77802

Signature: Lynn Clary Yeager

Date: 9.8.22

Contract #: 23-044



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