

**NON-FINANCIAL PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
SERVING CHILDREN AND ADOLESCENTS IN NEED, INC. (SCAN)**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head/Early Head Start Program (hereinafter referred to as "**Webb County**") and **SERVING CHILDREN AND ADOLESCENTS IN NEED, INC. (SCAN)**(hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of substance abuse education for the Webb County's Head Start /Early Head Start Program; and

WHEREAS, Service Provider will provide substance abuse education for Webb County's Head Start /Early Head Start Program; and

WHEREAS, Service Provider represents to Webb County that it is capable of providing substance abuse education services requested and as described in this Agreement.

NOW, THEREFORE, Webb County and Service Provider, in consideration of the mutual covenants and agreements herein described, do agree as follows:

TERM

1. The term of this agreement shall be for a period of thirty-six (36) months beginning on September 1, 2014, and ending on August 31, 2017.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services to participants of the Head Start/Early Head Start Program and in accordance with the following requirements and standards:
 - a. Serve as an advocacy skills consultant for the Head Start/Early Head Start Program;
 - b. Provide assistance in developing advocacy skills program activities;
 - c. Provide opportunities for parent conferences and develop written treatment plans;
 - d. Refer parents/adolescents for substance abuse screening, outreach, and referral;
 - e. Advise and assist in providing special help to parents regarding advocacy skills education and awareness;

- f. Provide information on available community resources, including, but not limited to, referral procedures; and
- g. Orient and work with parents to achieve the objectives of the substance abuse program.

COUNTY OBLIGATIONS

- 3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits to the Service Provider;
 - c. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
 - d. Counsel with parents/legal guardians as instructed by the Service Provider;
 - e. Head Start staff will visit Service Provider's office to obtain all documentation regarding services and "In-Kind" documentation for Head Start/Early Head Start Program purposes.

IN-KIND DONATION OF SERVICES

- 4. The value of services provided by SERVICE PROVIDER pursuant to this agreement shall be donated as "in-kind" services to the Head Start/Early Head Start Program. The value of these "in-kind" services is reflected in **Attachment "A"** of this agreement and incorporated herein by reference as if set out in full and will be documented on forms provided by Head Start /Early Head Start Program staff and submitted to the Head Start Program on a monthly basis.

DEVOTION OF TIME

- 5. Service Provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

- 6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start /Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

COUNTY'S RIGHT TO TERMINATE

11. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between the Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

13. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to: **Webb County Head Start Program**
 c/o Aliza Oliveros, Director
 P.O. Box 2397
 Laredo, Texas 78044

On behalf of Service Provider to: **SERVING CHILDREN AND ADOLESCENTS IN**
 NEED, INC. (SCAN)
 2347 E. Saunders, Suite B.
 Laredo, Texas 78041

Signed in duplicate originals on this the _____ day of _____, 2014.

COUNTY OF WEBB

SERVICE PROVIDER

Hon. Danny Valdez
Webb County Judge

Serving Children and Adolescents in Need
Inc. (SCAN)
BY: _____

ATTEST:

Margi Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

ATTACHMENT "A"

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**IN-KIND SCHEDULE
FOR DOCUMENTATION PURPOSES ONLY
NOT A FEE SCHEDULE**

Conduct general classes on alcohol, drugs, & tobacco	\$50.00 per hour
Conduct screenings & referrals	\$60.00 per hour
Conduct family conferences when needed	\$50.00 per hour
Training sessions for parent/staff groupings	\$60.00 per hour
Training sessions for Head Start/Early Head Start staff and parents	\$60.00 per hour
Training sessions for Head Start/Early Head Start administration related to employees and drug abuse	\$60.00 per hour
Prevention Curriculum for Parents	\$300.00 per hour