

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM  
AND  
MARCUS D. HINOJOSA, O.D.**

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 Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Marcus D. Hinojosa, O.D.**, (hereinafter referred to as "**Service Provider**").

**RECITALS**

**WHEREAS**, Webb County, Texas desires to secure professional services in the form of medical health services (eye care) for the Webb County's Head Start/Early Head Start population; and

**WHEREAS**, Service Provider will provide medical health services (eye care) as a Service Provider for Webb County Head Start/Early Head Start population; and

**WHEREAS**, Service Provider represents to Webb County that it is capable of providing medical health services (eye care) 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. This agreement shall be for a period of thirty-six (36) months beginning **September 1, 2013** and ending **August 31, 2016**.

**DESCRIPTION OF SERVICES**

2. Service Provider shall provide the following services:
  - a. Thorough eye examinations/assessments.
  - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
  - c. Search for certain defects in specific regions common or important in the particular age group
  - d. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors, and other related information;

- e. Service Provider will utilize Head Start/Early Head Start forms for documentation purposes of services rendered to the child/children;
- f. Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him;
- g. Services will be provided at a site agreed to by Service Provider;
- h. The cost for certain services shall be as follows:

		<u>Regular Fee</u>	<u>Head Start Fee</u>	<u>In-Kind</u>
i.	Routine Eye Exam	\$70.00	\$25.00	\$45.00
ii.	Follow up	\$60.00	\$20.00	\$40.00
iii.	Single Lens	\$97.00	\$33.15	\$63.85
iv.	Bifocal	\$137.00	\$47.00	\$90.00

**Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.**

#### 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. Arranging transportation for the children;
  - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
  - e. Counsel with parents/legal guardians as instructed by the Service Provider; and
  - f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

#### PAYMENT

- 4. Head Start /Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or other wise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:



Webb County  
Head Start Program  
c/o Aliza Flores Oliveros, Director  
P.O. Box 2397  
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code, "Time for Payment by Governmental Entity".

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In-Kind" services to the Head Start /Early Head Start Program. The value of this "In-Kind" will be documented on forms provided by Head Start Program staff and submitted to the Head Start /Early Head Start Program on a monthly basis.

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start /Early Head Start Program for Medicaid eligible costs.

#### 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.

#### INDEMNIFICATION

8. **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**

9. 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**

10. 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**

11. 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**

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

**ENTIRE AGREEMENT**

13. 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**

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

**NON-DISCRIMINATION**

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

**NOTICES**

16. 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 Flores Oliveros, Director**  
**P.O. Box 2397**  
**Laredo, Texas 78044**

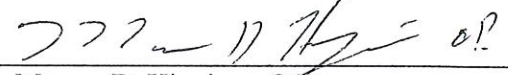
On behalf of Service  
Provider: **Marcus D. Hinojosa, O.D.**  
**5701 Springfield**  
**Laredo, Texas 78041**

Signed in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

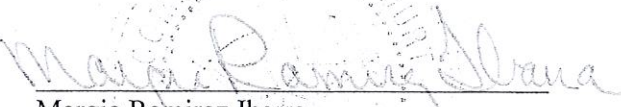
**COUNTY OF WEBB**

**SERVICE PROVIDER**

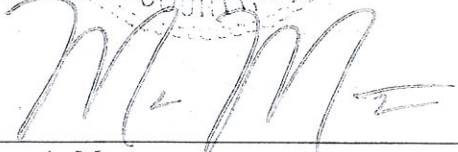
  
\_\_\_\_\_  
Hon. Danny Valdez  
Webb County Judge

  
\_\_\_\_\_  
Dr. Marcus D. Hinojosa, O.D.

**ATTEST:**

  
\_\_\_\_\_  
Margie 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).