

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
JESSE DIAZ**

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 Jesse Diaz, **Data Consultant**, (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of data analysis services for the Webb County's Head Start /Early Head Start population; and

WHEREAS, Service Provider will provide data analysis and ChildPlus Data Management System consulting 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 data analysis and ChildPlus Data Management System consulting services 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 two (2) years beginning on December 1, 2017 and ending on November 30, 2019.

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. Data Analysis services, including but not limited to the following: data management consultations, data analysis reports, data system recommendations, data-related review of policies and procedures;
 - b. The types of data-related services and the methods of delivery will be agreed upon by the administrative staff, and the service provider;
 - c. The types of data-related services shall conform to all Head Start /Early Head Start Program standards and guidelines; and

- d. All services will conform to any and all ethical and professional standards recognized and accepted by the Data Analyst profession.

The cost for the services shall be in accordance with the fee schedule in **Attachment "A"** of this agreement and incorporated herein by reference as if set out in full.

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 Service Provider;
 - c. Coordinating when necessary visits by Service Provider to Webb County Head Start /Early Head Start Program;
 - d. Coordinating and carrying out instructions for meetings/trainings to be conducted via web-based means as requested by Service Provider; and

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 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/Early 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 fees for services provided by Service Provider shall be in accordance with **Attachment "A"**, which is attached to this contract and is incorporated by reference herein and for all purposes. 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/Early Head Start Program staff and submitted to the Head Start/Early 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.

INDEMNIFICATION

8. In order to protect the Head Start /Early Head Start Program and Webb County, Service Provider shall 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 or 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 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.

LICENSURE

11. Service Provider shall maintain any license required to fulfill his or her obligations under this Agreement and provide proof of licensure to Webb County. Service Provider shall provide notice of any change of status which affects the ability to perform under this Agreement within ten (10) days.

GOVERNING LAW

12. 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. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY'S RIGHT TO TERMINATE

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

ENTIRE AGREEMENT

14. 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

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

NON-DISCRIMINATION

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

ATTACHMENT "A"
PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND

FEE SCHEDULE

<u>Service Description</u>	<u>Regular Fee</u>	<u>Head Start Fee</u>	<u>In-kind</u>
Data Analysis Services Including Written Reports/Recommendations	\$32.00 hourly	\$25.00 hourly	\$7.00 hourly
Data web-based consultation Sessions /Meetings with Staff	\$32.00 hourly	\$25.00 hourly	\$7.00 hourly