

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DANIEL GARZA, M.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 **DANIEL GARZA, M.D.**, (hereinafter referred to as "**Service Provider**").

NOW, THEREFORE, the County does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

DESCRIPTION OF SERVICES

1. 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:
 1. Neurologist service, include but not limited to the following: consultations, on-site observations, parent and/or student counseling, psychological evaluations, interdisciplinary team staffing, staff training, staff evaluations, and program review.
 2. The types of neurologist services and the methods of delivery will be agreed upon by the administrative staff, the interdisciplinary team, and psychological consultant.
 3. The types of neurologist services shall conform to all Head Start/Early Head Start Program standard and guidelines
 4. Services charges at the hourly rate will be provided in a minimum of six (6) hour blocks.
 5. All services will conform to any and all ethical and professional standards recognized and accepted by the psychological 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

2. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 1. Making all schedules for services to be provided by the Service Provider;

2. Coordinating visits to Service Provider;
3. Arranging transportation for the children;
4. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
5. Counsel with parents/legal guardian as instructed by the Service Provider; and
6. 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.

TERM

3. The term of this agreement shall be for a period of Thirty-Six (36) months beginning on September 1, 2018 and ending on August 31, 2021

INDEPENDENT CONTRACTOR

4. 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

5. 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 or her duties under this agreement.

PERSONNEL AND EQUIPMENT

6. 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.

PAYMENT

7. 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/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 Program. The value of this "In-Kind" will be documented on forms provided by Head Start Program staff and submitted to the Head Start Program on a monthly basis.

*Service Provider will 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 of the Head Start/Early Head Start Program for Medicaid eligible costs.

NON-ASSIGNABILITY

8. 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

9. 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

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

ENTIRE AGREEMENT

11. 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.

NON-DISCRIMINATION

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

NOTICES

13. 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 /Early Head Start
Program
c/o Aliza Flores Oliveros, Director
P.O. Box 2397
Laredo, Texas 78044**

and

Marco A. Montemayor
Webb County Attorney
1110 Washington St. Suite 301
Laredo, TX 78040

On behalf of Service Provider to:

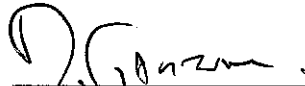
**Daniel Garza, M.D.
6801 McPherson
Laredo, Texas 78041**

Signed in duplicate originals on this the _____ day of _____, 2018.

COUNTY OF WEBB

SERVICE PROVIDER

Hon. Tano E. Tijerina
Webb County Judge



Daniel Garza, M.D.

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Webb County Civil Legal Division

*By law, this 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"
PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DANIEL GARZA, M.D.

FEE SCHEDULE

	Regular Fee	Head Start Fee	In-Kind
Neurological evaluation/ testing	\$395.00	\$295.00	\$100.00
Parent and/or student counseling	\$75.00	\$55.00/per hr	\$25.00/hr
On-site Observation	\$125.00	\$75.00/per hr	\$50.00/hr
Staff evaluation and training	\$125.00	\$75.00/per hr	\$50.00/hr
All other consultation	\$125.00	\$75.00/per hr	\$50.00/hr

*Service Provider will 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 of the Head Start/Early Head Start Program for Medicaid eligible costs.