

**NON-FINANCIAL PROFESSIONAL AGREEMENT  
BETWEEN  
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM  
AND  
BORDER REGION MHMR COMMUNITY CENTER**

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 Program (hereinafter referred to as "**Webb County**") and **Border Region MHMR Community Center, Caps Program** (hereinafter referred to as "**Service Provider**").

**RECITALS**

**WHEREAS**, Webb County, Texas desires to secure professional services in the form of mental health consulting services for the Webb County's Head Start population; and

**WHEREAS**, Service Provider will provide mental health consultant services for Webb County Head Start population; and

**WHEREAS**, Service Provider represents to Webb County that it is capable of providing mental health consultation 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, 2018 and ending on August 31, 2021.

**DESCRIPTION OF SERVICES**

2. Service Provider, shall provide the following services to participants of the Head Start Program who have been identified as enrollees who comprise Head Start's "priority population" and in accordance with the following requirements and standards:
  - a. Provide assistance in developing mental health program activities;
  - b. Provide training to Head Start staff and parents in order to fully meet the assessed needs of the children;

- c. Conduct classroom observations at least twice during the program year in accordance with required specifications, or on an “as needed” basis;
- d. Provide classroom observation reports to Specialized Services Staff three days after the observation;
- e. Provide training and assistance in developmental screening and assessment;
- f. Provide opportunities for parent conferences and develop written treatment plans;
- g. Provide therapy and counseling for targeted groups of parents and for children;
- h. Provide psychological and/or psychiatric evaluations and written reports;
- i. Advise and assist in providing special help for children with typical behavior patterns and special development needs;
- j. Provide information on available community resources, including, but not limited to referral procedures;
- k. Orient and work with parents to achieve the objectives of the mental health program; and
- l. Involvement with available health and educational services for the children’s diagnostic referrals/examinations in order to confirm that any emotional or behavioral problems do not have a physical basis; and

**COUNTY OBLIGATIONS**

- 3. Webb County, by and through Head Start Program 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. 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 guardian as instructed by the Service Provider; and

- f. 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 programmatic purposes.

#### **IN-KIND**

4. The value of services provided by SERVICE PROVIDER pursuant to this agreement shall be donated as "in-kind" services to the 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 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.

#### **INDEMNIFICATION**

8. In order to protect the 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 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.

### **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.

### **RIGHT TO TERMINATE**

12. This contract may be terminated by either party at any time upon 30 days written notice to the other party.

### **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 to:

**Border Region MHMR Community  
Center, Caps Program  
1500 Pappas St.  
Laredo, Texas 78041**

Signed in duplicate originals on this the 13 day of August,  
2018

**COUNTY OF WEBB**

**SERVICE PROVIDER**

\_\_\_\_\_  
Hon. Tano E. Tijerina  
Webb County Judge

  
\_\_\_\_\_  
Border Region MHMR Community Center

**ATTEST:**

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Hon. Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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**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"**  
**NON-PROFESSIONAL SERVICES CONTRACT**  
**BETWEEN**  
**WEBB COUNTY FOR ITS HEAD START PROGRAM**  
**AND**  
**BORDER REGION MHMR COMMUNITY CENTER, CAPS PROGRAM**

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

The following fee structure has been established:

<u>Service Description</u>	<u>In-Kind</u>
Conduct Classroom Observations of Children including written reports	\$50.00/hr.
Parent Conferences and Written treatment plans	\$50.00/hr.
Psychological psychiatric evaluations, written reports, and follow-up counseling or therapy	\$70.00/hr.*
Maximum cost per hour for outpatient services offered	\$70.00/hr.*
Training Sessions for Parents & Staff	\$65.00/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 Program for Medicaid eligible costs.