

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
ANA MARIA PEÑA, REGISTERED DIETICIAN**

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 **Ana Maria Peña, Registered Dietician** (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider desires to provide services with a goal towards, guiding, aiding, and strengthening families; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider recognize the value of coordinating services provided to Head Start families; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree about the importance of services that provide the nutritional educational needs as well as those that develop individual and family wellness; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree to cooperate with a goal toward facilitating the provision of services such as nutrition; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree that the cooperation established by way of this agreement is based on assisting qualifying families in need; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider recognize the necessity of cooperation and collaboration in making the above mentioned services available; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider desire to enter into an agreement to continue to efficiently and effectively provide such services for the community;

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

TERM

1. This agreement shall be in for a period of thirty-six (36) months beginning October 1, 2019 and ending September 30, 2022.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Assist in assessing the nutritional status and special needs of children.
 - b. Assist in providing necessary counseling for parents, which includes but is not limited to September/October Counseling for parents, April/May Counseling for parents, and on-going Counseling for Children with modified diets or eating equipment.
 - c. Assist in providing performance evaluations of food services personnel, including one observation in November or December of the Central Kitchen.
 - d. Provide an on-going training program that will improve or develop staff competency and ensure proficiency in the area of nutrition.
 - e. Assist in helping educational staff plan and provide nutrition related learning experiences.
 - f. Assist in the utilization of community resources in carrying out the total nutrition plan.
 - g. Participate in menu planning, review and any other steps to assure a high quality feeding program.
 - h. Assist in providing the food service unit with direction in food budgeting, purchasing, service, and the establishment of an efficient record system.
 - i. Assist in interpreting and meeting local and state health sanitation and safety standards related to nutrition and the Head Start/Early Head Start Program.
 - j. Promote the Head Start/Early Head Start nutrition service philosophy to peers in other agencies and enlist skills of such personnel.
 - k. Assist in the On-Site Program Review Process.
 - l. Assist in interviewing techniques training for staff. Training is request to take place in August.

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. 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. After obtaining the necessary documentation from the Head Start/Early Head Start Program and prior to submission of any invoice to Head Start/Early Head Start Service Provider shall bill Medicaid for Medicaid eligible clients. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month for all other services provided hereunder pursuant to the fee schedule attached hereto as Exhibit "A". 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 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.

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 Webb County.

FEES

9. Service Provide will provide services pursuant to this Agreement and in accordance with the nutritionist fee schedule which is attached hereto as Exhibit "A" and made a part hereof.

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. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY 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 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.

INCONSISTENCIES

15. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

SEVERABILITY

16. Each paragraph and provisions hereof is severable from the entire Agreement and if any provisions are declared invalid, the remaining provisions shall nevertheless remain in effect.

NON-DISCRIMINATION

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

NOTICES

18. 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: Ana Maria Peña, Registered Dietician
411 Merlin
Laredo, Texas 78041

Signed in duplicate originals on this the _____ day of _____, 2019.

COUNTY OF WEBB

SERVICE PROVIDER

Tano E. Tijerina
Webb County Judge



Ana Maria Peña
Registered Dietician

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel

Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division'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).

Passed and approved by the Webb County Commissioners Court
On _____, 2019; item no. _____

EXHIBIT "A"
NUTRITIONIST FEES
2019-2022

| SERVICE: | FEES: |
|---|----------------|
| A. Menu Revision (4 week cycle menu) | \$50.00 |
| B. Plan Review | \$50.00 |
| C. Parent Group Counseling | \$50.00 |
| D. Home Visits (10) | \$50.00 |
| E. Group Therapies (2) 1.5 hr. each | \$50.00 |
| F. Review of Nutrition Status Assessment | \$50.00 |
| G. Nutritional Education for Parents/Staff | \$50.00 |
| H. Central Kitchen Food Service Observation | \$50.00 |
| I. Kitchen Monitor | \$50.00 |
| J. Food Service Direction Assistance | \$50.00 |
| K. Center Meal Observation | \$50.00 |
| L. Center Site Monitoring (7) | \$50.00 |
| M. Self-assessment Validation Process | \$50.00 |
| N. Individualized Parent Counseling | \$50.00 |
| O. Nutrition Family Consultation (4 hrs. a month for 6 months) | \$50.00 |
| P. Nutrition CHR form 6 Interviewing Techniques Training | \$50.00 |

SERVICE PROVIDER shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head start/Early Head Start Program.