

**COUNTY OF WEBB
HEAD START
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of July 2022 by and between County of Webb Head Start ("Client"), with a principal place of business at 5904 West Drive, Laredo, TX 78041, and InNovo Administrators, LLC ("Consultant"), with a principal place of business at 12602 Standing Bear Rd., Apple Valley, CA 92308. Client and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties"

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by Client on the terms and conditions set forth in this agreement. Consultant represents that it is experienced in providing design and customization of Early Head Start/Head Start Program database.

2.2 Project.

Client desires to engage a Consultant to render such services for Professional Services of ChildPlus database to design and customization to track Head Start required data.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish the Client all labor, services, and customary work necessary to supply the professional consulting services necessary fully and adequately for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 01, 2022, to July 31, 2023, or the date Consultant completes the Services required by this Agreement or the date a party terminates the Agreement as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any established schedules and deadlines.

3.1.3 Changes to Scope. In the event Client wishes to make any modification to the Work, Client must provide a detailed proposal to Consultant in writing specifying the desired changes (“Change Request”). Consultant will evaluate each Change Request at its standard rate and charges. Consultant shall submit to Client a written response to each Change Request within five (5) business days following receipt thereof (“Change Request Response”). Consultant’s Change Request Response shall include a statement of the availability of Consultant and resources, as well as any impact the proposed changes will have on the price, delivery dates, deliverables, or provisions of this Agreement. Client shall use its reasonable efforts to accept, reject, or proposed modifications to each such Change Request Response within five (5) business days following receipt thereof. Upon acceptance by Client of a Change Request-Response and its corresponding Change Request, the Work shall be amended by means of written, jointly executed, an addendum to Exhibit “A” of this Agreement.

3.1.4 Maintenance. Any maintenance services, updates, or versions shall be contracted under a separate agreement between the Parties.

3.1.5 Marketing. Consultant shall not use Client’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio productions, or other similar media without the prior written consent of Client. Client grants Consultant the right to use Client’s name and description of its services in Consultant’s references list.

3.2 Responsibilities of Consultant

3.2.1 Controls. The Services shall be performed by Consultant. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Consultant has the right to perform the services by this Agreement at any place or location at such times as Consultant may determine.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise to perform the Services in conformance with such conditions. To facilitate Consultant’s conformance with the Schedule, Client shall respond to Consultant’s submittal in a timely manner.

3.2.3 Conformance to Applicable Requirements. All work prepared by the Consultant shall be subject to the approval of the Client.

3.2.4 Client Representative. The Client hereby designates Program Director and her designee IT Systems Technician Database Administrator, to act as its representative for the performance of this Agreement (“Client’s Representative”). Client’s

Representative shall have the power to act on behalf of the Client for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the Client's Representative or his or her designee.

3.2.5 Coordination of Services. Consultant agrees to work closely with Client staff in the performance of Services and shall be available to the Client's staff at reasonable times.

3.2.6 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services.

3.3 Responsibilities of Client.

3.3.1 Assigned Tasks. Client agrees to perform all of the tasks assigned to Client as set forth in this Agreement and to provide all assistance and cooperation to Consultant in order to complete timely and efficiently Work and execute all Change Request.

3.3.2 Pilot. Client shall make available such personnel as necessary for review and pilot of the deliverables as set forth in this agreement.

3.3.2.1 Pilot Plan. Client shall, in cooperation with Consultant, prepare and be responsible for a plan for the Client Pilot ("Pilot Plan"), with acceptance of Pilot procedures suitable for verifying that Data Collection Process meets the agreed requirements of the Specification. The acceptance Pilot Plan shall describe how the Client Pilot Plan will be carried out and shall contain a detailed description of the pilot to be performed, as well as the pilot criteria.

3.3.2.2 Pilot Period. Client will have the specified number of days following the date of delivery of the Data Collection Process, as set forth in the Specification to inspect, test, and assess Data Collection Process and determine whether it satisfies the approval criteria in accordance with the procedures set forth in the Specification. Client Pilot shall be performed in accordance with the Pilot Plan.

3.3.2.3 Approval. If Client approves the Pilot, then Client shall give Consultant written notice such effect without undue delay. The Pilot is deemed to be approved unless Client has notified Consultant in writing (electronic) within three (3) business days after the pilot was to be completed according to the Pilot Test Plan, stating that it is not approved. The acceptance before the Pilot has been approved by Client.

3.3.2.4 Revision. If the Data Collection Process requires revisions after the Pilot test, such revisions shall be explained in writing. Consultant shall have

10 business days to send Client a timetable for completing revisions. Consultant shall give written notice to Client when revisions have been completed and Client shall promptly resume Pilot. The approval period may only commence when the Pilot Plan has been approved by the Client.

3.3.2.5 Commissioning. The Data Collection Process shall be added to into regular operation after Client Pilot Plan has been successfully completed and approved.

3.3 Compensation, Payments, and Fees.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursement, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. The Client agrees to pay Consultant the fees outlined in Exhibit "C" shall be due and payable in full immediately upon receipt by Client. All such fees shall be fully earned when due and non-refundable when paid.

3.3.3 Late Fees and Suspension of Work. Invoices not paid within 30-days from the date of the invoice shall bear interest from the invoice date until paid at a rate of 1.5% per day or a maximum rate permitted by applicable law, whichever is less. Consultant may suspend all Work on three (3) days written notice until the amounts outstanding are paid in full. Time of essence for all payments under this Agreement, and in the event, any payment due to Consultant is collected by law or through an attorney-at-law, or under advice therefrom, or through a collection agency. Client agrees to pay the cost of collection, including, without limitation, all court costs, and reasonable attorney's fees.

3.3.4 Returned Checks. If any check is returned for any reason at all, the Client will pay an additional charge 1.5% of the check amount per day. If a check is returned, then, for the purpose of calculating late charges of Default, it will be as if payment represented by the check had never been made. Then, all future payments to Consultant during the terms of this Agreement, or any extension thereof, shall be made by an Electronic Funds Transfer prior to commencement of Work

3.3.4 Reimbursement for Expenses. When travel is necessary to perform the Work, compensation will include reimbursement of all reasonable and necessary travel, living, and out-of-pocket expenses incurred by the Consultant in performing the Work. Consultant will obtain Client's approval for billable travel prior to incurring any expense for such travel. Consultant shall not be reimbursed for any expenses unless authorized in writing by Client.

3.3.5 Extra Work. At any time during the term of this Agreement, the Client may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the Client to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Client’s Representative.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination by Client. Client may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at ten (10) days before the effective date of such termination. Upon termination, Consultant shall be compensated for all direct service hours on work-in-progress for those services which have been adequately rendered to Client; however, in no event shall the Client be obligated to pay more than the total amount of the contract.

3.4.2 Grounds for Termination by Consultant. Consultant may, by written notice to Client, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Client of such termination, and specifying the effective date thereof, at ten (10) days before the effective date of such termination. Consultant may also terminate this Agreement immediately for a materially breaches this Agreement by Client. If Consultant believes that the Client materially breached this Agreement, Consultant will notify Client in writing and allow the Company to cure any material breach within ten (10) calendar days after delivery of Consultant’s written notice.

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, Client may request Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Client may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Delivery of Termination Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

InNovo Administrators,
LLC 1401 21st St.
Suite R
Sacramento, CA 95811

CLIENT:

County of Webb Head Start
904 West Drive,
Laredo, TX 78041
Attn: Luz Munoz

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice occurred, regardless of the method of service.

3.5 Cancellation Fees.

3.5.1 Cancellation Fees. In the event of cancellation of this Agreement by the Client before the Commencement Date and after Consultant confirms Commencement Date, the Client shall pay Consultant cancellation fee according to the date in which such cancellation was made in the amounts in Exhibit “D” attached hereto and incorporated herein by reference.

3.6 Confidentiality.

3.6.1 Client’s Confidential Information. All information related to Client is known to be confidential or which is clearly marked as such, will be held in confidence by Consultant and will not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.

3.6.2 Consultant Confidential Information. All information relating to Consultant that is known to be confidential and proprietary, or which is clearly marked as such, will be held by Client and will not be disclosed or used by Client to the extent that such disclosure or use is reasonably necessary to the performance of the Client’s duties and obligations under this Agreement.

3.6.3 Survival. These obligations of confidentiality will extend for a period of three (3) years after termination of this Agreement but will not apply with respect to information that is independently developed by the Parties, lawfully becomes a part of the public domain, or which the Parties gain knowledge or possession free of any confidentiality obligations.

3.7 Intellectual Property Rights

3.7.1 Limited License to Use. Client shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Client acknowledges that, as between Consultant and Client, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Consultant even if suggestions, comments, and/or ideas made in collaboration with Client are incorporated into the Confidential Information or related materials during the period of this Agreement.

3.7.1.1 Propriety Work Product. Information under this Agreement shall include: The Work Product of all Services performed under this Agreement, including without limitation of all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, written information, notes, reports, draft or final documentation, software customization, inventions, draft or final Policies and Procedures, creations, draft or final workflows, models, work-in-progress and deliverables.

3.7.2 Background Intellectual Property. All Work Product shall be considered Background Intellectual Property (“Background IP”). Background IP shall mean Intellectual Property, Proprietary Information, or Confidential Know-How relevant to the Project which is in possession of the Consultant prior to the commencement of the Agreement or generated after commencement of the Agreement but independent of the Project. Such Work Product remains the property of the Consultant, including but not limited to ideas, inventions, improvements, discoveries, software customization, software coding, charts, workflows, drawing, specifications, Policies and Procedures, notebooks, tracing, photographs, negatives, draft or final reports, draft or final manuals, findings, recommendations, data, and memoranda. Each Party: agrees that it will not have any claim, ownership, or interest in the other Party’s Background Intellectual Property; acknowledges and agrees that Improvements will be owned by the Party or Parties that own the relevant Background Intellectual Property; and grants the other Party a non-exclusive, free, and royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Project only.

3.8 Insurance

3.8.1 General Liability. Client will not provide any insurance coverage of any kind for the Consultant or Consultant’s employees. Consultant will maintain a broad form commercial general liability insurance policy providing combined single limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Before commencing any work. Consultant will provide Client with proof of this insurance and that Client has been made additional insured under the policy.

3.9 Warranties and Disclaimers

3.9.1 Work Product. The Work Product furnished under this Agreement is provided on an “as is” basis, without any warranties or representations express, implied or statutory, including without limitations, warranties of quality, merchantability for a particular purpose. Nor are there any warranties created by a course of dealing, course of performance, or trade usage.

3.9.2 Performance Standard. Consultant warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

3.9.3 Limited Liability. This provision allocates the risk under this Agreement between Consultant and Client. Consultant’s pricing reflects the allocation of risk and limited liability specified below.

Consultant’s total liability to Client under this Agreement for damages, cost, and expenses will not exceed the compensation received by Consultant under this Agreement. However, Consultant will remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant or Consultant’s employees or agents while on Client’s premise to the extent actions or omissions were caused by Client.

NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR THE OTHER’S LOST PROFITS OR SPECIAL, INCIDENTALS, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

3.10 General Provision

3.10.1 Governing Law. This Agreement shall be governed by the laws of the State of California. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state courts of San Bernardino County, CALIFORNIA which shall have exclusive jurisdiction over all such disputes, and the Parties consent to the personal jurisdiction of such courts.

3.10.2 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.10.3 Excusable Delays. Consultant shall not be responsible for delays or failures in performance resulting from actions beyond the control of the Consultant,

including, without limitation, acts of God, strikes, riots, acts of war, epidemics, fire, communication, and power line failures, earthquakes, and hurricanes.

3.10.4 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest therein without the prior written consent of the Client. Any attempt to do so shall be null and void, any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.10.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all writing or oral prior agreements or understanding with respect thereto. This Agreement may not be amended, modified, or supplemented except by a writing signed by an authorized

3.10.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary appropriate, or convenient to attain the purpose of this Agreement.

3.10.7 Time of Essence. Time is of the essence for and every provision of this Agreement.

3.10.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Client include its officers, executives, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.10.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.10.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paired, nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingents upon or resulting from the award or making of this Agreement. For the term of this Agreement, no member, officer, executive, or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.14 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

4. COUNTERPARTS.

This Agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT

WEBB COUNTY

INNOVO ADMINISTRATORS, LLC By:

By:

Attest:

Approved as to Form:

EXHIBIT A

See Attached 'SCOPE OF SERVICES'

NAME OF PROJECT: Design and Customization of Early Head Start/Head Start Program Database.

Objective 1: Establish Immediate System Administrator Support to Collaborate in the Design and Develop Programs Data Collection Database.

- a. Provide process, specialty subject matter expert services, and support the new and current team members.
- b. Increase understanding of data collection database to increase knowledge of database requirements and maintenance.
- c. Engage team members in data monitoring.

Objective 2: Ensure Attention to Developing and Designing the Core Projects and Adoption by Team Members

- a. Support team in developing timelines to increase project success.
- b. Involve the Team Members in learning about what is being done and why.
- c. Decrease the implementation gap to increase data outputs.

Objective 3: Solve Problems to Empower Team Members to Solve them Later Themselves

- a. Develop project planning skills so Team members might use a similar approach to solve similar issues as the program grows.
- b. Working collaboratively with the Team to ensure that recommendations are accurate and efficient.
- c. Develop a flow that follows the recommendations and that they adopt the changes needed to improve their skills and the program staff

EXHIBIT B

See Attached “SCHEDULE OF SERVICES”

Tasks	Completion Date
Project Start-Up	AUG 01, 2022
Completion of Agreement	JUL 31, 2023

Project Phase	Description	Timeline (tentative)
I. System Admin Support II. Core Services (Content Area Support)	<ul style="list-style-type: none"> ● One-on-One Virtual Database Admin Support ● System Set-Up <ul style="list-style-type: none"> ○ Funding ○ Agency Setup ○ Program Term ○ Eligibility Criteria ○ Family Services Events ○ H&E Events and Requirements ● PIR Mapping ● Online Application <ul style="list-style-type: none"> ○ Setup Review ○ Dual Language ● Community Resources Review ● Attachments ● Staff Upload Review 	Based on Program Need
III. Targeted Training	<ul style="list-style-type: none"> ● One-on-One Virtual Consulting Sessions ● Core Projects: to be determined by Internal Discovery Findings <ul style="list-style-type: none"> ○ Assessment and Planning ○ Design and Development ○ Policy and Data Collection Procedures enhancements ○ Flowchart ○ Agency-Specific Manual ○ Reporting Monitoring 	
IV. Targeted Training	<ul style="list-style-type: none"> ● 3-Day In-Person Targeted Training (<i>optional</i>) 	

EXHIBIT C

See Attached “FEE SCHEDULE”

Agreement Term: Effective Date is AUG 01, 2022, through JUL 31, 2023.

Compensation. For the services rendered by **InNovo Administrators, LLC.**, (hereinafter referred to as “the Consultant”) as required by this Agreement, **County of Webb** will provide compensation (“the Compensation”) of a fixed amount of \$125.00 per hour billed upon completion of request.

ADD-ONS: In-Person Targeted Training **\$10,000.00 for 3-Days** billed 60-Days prior to scheduled Training or Group Virtual Targeted Training **\$1,500.00 per 6-Hour Day** billed 30-Days prior to scheduled Training.

EXHIBIT D

See Attached “CANCELLATION FEES”

Agreement Term: Effective Date is AUG 01, 2022, through JUL 31, 2023.

Virtual Services Cancellation/No-Show Fees. Cancellation of a scheduled virtual service by the Client's Representatives or designee will incur a penalty fee of the total time for any canceled or re-scheduled virtual sessions made 12-hour period or less. A No-Show is when the Client misses a scheduled virtual visit without canceling which will also incur a penalty fee of the total time of the scheduled service. Penalties will be billed at the time of cancellation. No services are due in the event of such cancellations.

Targeted Training (Virtual or In-Person) Cancellation Fees. Cancellations made 61 days or more from the scheduled Training date will incur a penalty of 15 percent; a penalty of 25 percent if made between 46 and 60 days from the date; a penalty of 50 percent if made between 31 and 45 days from the date; and a 75 percent penalty if made within 30 days from the date. Penalties are due at the time of cancellation. No services are due in the event of such cancellations.