

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DR. AMANDO 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 Dr. Amando Garza, M.D. (hereinafter referred to as "Service Provider").

RECITALS

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

WHEREAS, Service Provider will provide medical health services 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 medical health services and as described in this Agreement.

NOW, THEREFORE, Webb County 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 sixty (60) months beginning September 1, 2022 and ending August 31, 2027.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Thorough physical examinations/assessments for all children and hearing/vision tests for children who are Medicaid recipients;
 - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
 - c. Examine blood pressure;
 - d. Search for certain defects in specific regions common or important in the particular age group including but not limited to skin, eye/strabismus screening, ear, nose, throat, heart, lungs, and groin inguinal area;
 - e. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal

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. Service Provider will mail or otherwise 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 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 services to the Head Start/Early Head Start Program. The value of this 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.

Service Provider shall 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 or the Head Start/Early Head Start Program for Medicaid eligible costs.

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.

be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

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

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.
15. 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: Dr. Amando Garza, M.D.
1519 E. Bustamante St., Suite A
Laredo, Texas 78041

Signed in duplicate originals on this the _____ day of _____,
2022.

COUNTY OF WEBB

Tano Tijerina
Webb County Judge

SERVICE PROVIDER



Dr. Amando Garza, M.D.

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

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