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Founders:  
Manuel G. Sanchez, Jr., MA, LPC  
Arturo Diaz, Jr., BBA, CPM

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## **PROFESSIONAL SERVICES CONTRACT B/W WEBB COUNTY'S HEAD START EARLY H.S. PROGRAM & PILLAR**

This agreement is made by and between Webb County on behalf of their Webb County Head Start/Early Head Start Program ("AGENCY") and People with Ideas of Love, Liberty, Acceptance, and Respect (PILLAR) ("PROVIDER").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

### **SCOPE OF SERVICES**

The agreement is done with "Provider" to provide direct Family Medical Care Services to persons referred by the "AGENCY" with identified needs in these areas. Services will consist of head-to-toe screening and assessments, comprehensive family medical care to treat acute and chronic medical conditions, and other routine primary medical care services i.e., lab work, medication administration & management, etc. Services will be provided individually at "AGENCY" and/or at designated location where clients are located.

### **DESCRIPTION OF SERVICES**

1. Service Provider, shall provide the following services to participate of the Head Start/Early Head Start Program and in accordance with the following requirements and standards:
  - a) Thorough physical examination/ assessments for all children including hearing and vision screenings
  - b) Examinations of all systems or regions which made suspect by medical history or screening tests
  - c) Blood pressure screening
  - d) Search for certain defects in specific region common or important in the particular age group including but not limited to skin, eye/strabismus screening, era, nose, throat, heart, lungs and groin inguinal areas
  - e) Service Provider will contact Head Start/Early Head Start Health Service staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors and other related information

- f) Service Provider will utilize head start /Early Head Start forms for documentation purposes of service rendered to the child/children
- g) Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him
- h) Services will be provided at a side agreed to by Service Provider
- i) The cost for certain services, excluding costs for children who are Medicaid recipients, shall be as follows:

	Head Start Fee
Routine Physical	\$35.00
Medical Follow-up	\$40.00
Hemoglobin Test	\$20.00
Lead Screening	\$20.00
Any other Medical Concerns	\$75.00

**TERM**

This agreement will commence on September 1, 2023 and will be ongoing till August 31, 2026; Either party may terminate this agreement by giving seven days written notice to the other party; or renew this agreement pending funding availability.

**COMPENSATION**

The “AGENCY” will reimburse the “PROVIDER” for all medical care services provided to all referred clients by the “AGENCY”. “PROVIDER” will be compensated at the agreed upon Head Start rate. Payment will be made monthly.

**RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship of the “PROVIDER” to the “AGENCY” is that of a contractual relationship.

**NOTICES**

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Aliza Oliveros  
Head Start Director

Manuel G. Sanchez, Jr  
PILLAR CEO  
6406 McPherson Unit #2  
Laredo, TX 78041

### **DISPUTE OR CONTEST**

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto.

### **CORPORATE AUTHORITY**

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity. Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

### **FUNDING**

This agreement is contingent upon funding being available for the term designated in this agreement. The "PROVIDER" shall have no right of action against the "AGENCY" in the event that the "AGENCY" is unable to perform its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the "AGENCY".

### **PROFESSIONAL STANDARDS**

The "PROVIDER" agrees to abide by and perform his/her duties accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

### **AMENDMENT OR MODIFICATION**

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

### **HIPPA AGREEMENT**

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

### **ASSIGNMENT**

Neither this agreement nor any duties or obligations under it are assignable by the "PROVIDER" without the prior written consent of the "AGENCY".

### **ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

**PARAGRAPH HEADINGS**

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

**NO WAIVER**

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

**TEXAS LAW**

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Laredo, Texas.

SIGNED, accepted, and agreed to this \_\_ day of September, 2023, by the undersigned party.

PILLAR

By: \_\_\_\_\_  
Manuel Sanchez, Jr.  
CEO

IN WITNESS WHEREOF, Webb County, Texas as has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, on this 25th day of September, 2023.

**WEBB COUNTY, TEXAS**

\_\_\_\_\_  
**TANO E. TIJERINA**  
**WEBB COUNTY JUDGE**

**ATTESTED:**

\_\_\_\_\_  
MARGIE RAMIREZ-IBARRA  
WEBB COUNTY CLERK

**APPROVED AS TO FORM:**

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**Ray Rodriguez**  
**Assistant 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  
September 25<sup>th</sup>, 2023; Item No. .*