

MARGIE R. IBARRA
COUNTY CLERK
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2021 SEP 29 PM 3:46

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM AND
AND
LUIS E. FLORES, M.A., LPC, LCDC**

BY REH DEPUTY

This Agreement is made and entered into by and between Webb County, a political subdivision of the State of Texas, acting herein by and through its Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas 78041 for the Webb County Head Start Program (hereinafter referred to as "**Webb County**") and Luis E. Flores M.A., LPC, Licensed Professional Counselor, 1501 Corpus Christi Street, Laredo, Texas 78040 (hereinafter referred to as "**Service Provider**"). Webb County and Service Provider may be referred to collectively as "**Parties**" or individually as "**Party**" in this Agreement.

RECITALS

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

DESCRIPTION OF SERVICES

1. Service Provider shall provide the following services to participants of the Webb County Head Start/Early Head Start Program and in accordance with the following requirement and standards:
 - a. Serve as a mental health services consultant for the Head Start/Early Head Start Program;
 - b. Provide assistance in developing mental health program activities;
 - c. Provide training to Head Start staff and parents in order to fully meet the assessed needs of the Head Start children population;
 - d. Conduct classroom observations at least twice during the program year in accordance with required specifications, or on an "as needed" basis;
 - e. Provide classroom observation report to Specialized Services staff three days after the observation;
 - f. Provide training and assistance in developmental screening and assessments;

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- g. Provide opportunities for parent conferences and develop written treatment plans;
- h. Refer children for psychological and/or psychiatric evaluation;
- 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 objective of the mental health program;
- l. Involvement with available health and education services for the children's diagnostic referrals/examination in order to confirm that any emotional or behavioral problems do not have a physical basis; and
- m. Assist teachers and parents with Behavior Modification Plans.

The cost for the above services shall be in accordance with the fee schedule in **Attachment "A"** of this Agreement and incorporated herein by reference as if set out in full.

WEBB COUNTY OBLIGATIONS

- 2. 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 series to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start programmatic purposes.

TERM

3. The term of this Agreement shall be for a period of Thirty-Six (36) months beginning on September 1, 2021 and ending August 31, 2024.

INDEPENDENT CONTRACTOR

4. 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 AND INSURANCE

5. In order to protect the Head Start Program and Webb County, Service Provider, during the term of this Agreement, shall maintain a policy of professional liability insurance naming Webb County as an additional insured and shall further indemnify and hold harmless the **Head Start Program and Webb County harmless from any and all claims and causes of actions arising out of the his or her performance of his or her duties under this Agreement.**

PERSONNEL AND EQUIPMENT

6. 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.

PAYMENT

7. Head Start/Early Head Start Program 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 month for which services were rendered. The invoice will contain information regarding names of children served and 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 Ms. Aliza Oliveros, Director
P.O. Box 2397
Laredo, Texas 78044

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Invoices may also be delivered to 5904 West Drive, Unit 6. Payment requests will be processed immediately and are subject to Texas Government Code section 2251.021, "Time for Payment by Governmental Entity."

The fee for services provided by Service Provider shall be in accordance with Attachment "A", which is attached to this Agreement and is incorporated by reference herein and for all purposes. The differences between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated "In-Kind" services to the Head Start Program. The value of this "In-Kind" will be documented on forms provided by Head Start Program staff and submitted to the Head Start Program on a monthly basis.

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 or its Head Start Program for Medicaid eligible costs.

NON-ASSIGNABILITY

8. 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

9. 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

10. This Agreement may be terminated by either Party at any time and for convenience of either Party upon thirty (30) days written notice to the other Party.

ENTIRE AGREEMENT

13. This Agreement 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 Agreement 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 Agreement and appears not have been a controlling or material inducement to the marking thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without the binding force of the Agreement 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, sex, disability, or national origin.

NOTICES

16. Any and all notices required to be given under this Agreement shall be delivered by either personal delivery or by certified mail, return receipt requested to the respective Party as follows:

On behalf of Webb County: Webb County Head Start Program
 c/o Ms. Aliza Oliveros, Director
 P.O. Box 2397
 Laredo, Texas 78044

Copy to: Webb County Judge
 1000 Houston Street
 Laredo, Texas 78040

On behalf of Service Provider: Mr. Luis E. Flores, M.A., LPC, LCDC
 1501 Corpus Christi Street
 Laredo, Texas 78040


INDEMNIFICATION AND INSURANCE

17. In order to protect the Head Start Program and Webb County, Service Provider, during the term of this Agreement, shall maintain a policy of professional liability insurance naming Webb County as an additional insured **and shall further indemnify and hold harmless the Head Start Program and Webb County harmless from any and all claims and causes of actions arising out of the his or her performance of his or her duties under this Agreement.**

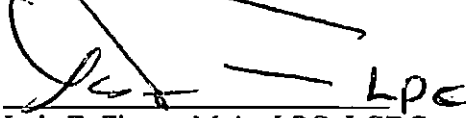
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Signed in duplicate originals on this _____ day of September, 2021.

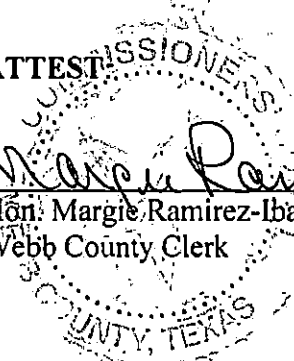
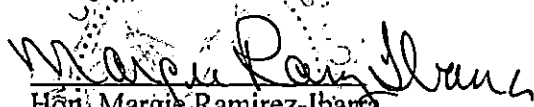
WEBB COUNTY:


Hon. Taso Tijerina
Webb County Judge

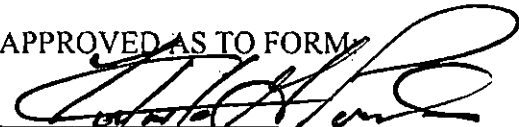
SERVICE PROVIDER:


Luis E. Flores, M.A., LPC, LCDC
Licensed Professional Counselor

ATTEST:



Hon. Margie Ramirez-Ibanez
Webb County Clerk

APPROVED AS TO FORM:


Fortunato G. Paredes
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 attorneys)

ATTACHMENT "A"

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEBB COUNTY FOR ITS HEAD START PROGRAM
AND
LUIS E. FLORES, M.A., LPC, LCDC**

FEE SCHEDULE

The following fee structure has been established between the Parties:

Service Description	In-kind
Conduct screening, assessments, and Classroom observations of children, including written reports	\$65.00/hr.
Conduct individual observations including written reports	\$65.00/hr.
Parent conference and written individual treatment plans	\$65.00/hr.
Training Sessions for Parents/Head Start staff groupings	\$65.00/hr.
Training Sessions for Head Start Staff and Parents	\$70.00/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 or its Head Start Program for Medicaid eligible costs.