

# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** September 15, 2010

**SUBJECT:** Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Medical & Dental RFQ #2010-030-09-08
2. Mental Health RFQ #2010-031-09-08
3. Special Services RFQ #2010-032-09-08

**RATIONALE/NEED:** Contracts need to be secured in order to provide services to the children and families.

**RECOMMENDATION:** Administration Recommends Approval

**COST:** As Specified On Services Required

**RELATED INFORMATION INCLUDED:** Memos/Contracts

\*\*\*\*\*

**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director *EG*

**PROGRAM DIRECTOR'S APPROVAL:** *Jesus Flores*



# HIDALGO COUNTY HEAD START PROGRAM

P.O. BOX 0117

EDINBURG, TX 78540-0117

TEL. (956) 383-0706 FAX (956) 380-2588

**TO:** Ambrosio Tovar, Procurement Director

**FROM:** *CH*  
Connie Horta, Special Services Director

**SUBJECT:** RFQ Recommendations

**DATE:** September 8, 2010

The RFQ packets have been reviewed. The following list of providers is being recommended for the 2010/2011 school year.

If you have any questions, please feel free to call 380-4192 or 380-4170.

Step & Stride Rehabilitation Center  
Total Care Rehabilitation Center  
Children's Speech & Language Center  
Impact Therapeutic Services, PLLC  
Kidding Around Therapy, INC.  
Best-Beyond Expectations Speech Therapy, LLC



# Hidalgo County Head Start Program

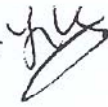
P. O. BOX 0117 · EDINBURG, TEXAS 78540-0117 · TEL: (956) 383-0706 · FAX: (956) 380-2588

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## Memorandum

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**TO:** Mr. Ambrosio Tovar

**FROM:** Ms. Lupita Valdez, Health Services Director 

**DATE:** September 8, 2010

**CC:** Ms. Teresa Flores, Executive Director  
Ms. Nora Muñoz, Asst. Program Director  
Mr. Edmundo Garcia, Asst. Program Director

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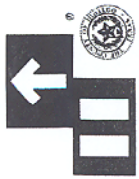
The Request for Qualifications packets has been reviewed. I would like to advise you the following providers are recommended for the 2010-2011 Hidalgo County Head Start Program school year.

**Medical:** Industrial & Family Medicine, Dr. Sarojini G. Bose M.D.

**Dental:** Linda T. Burke DDS. PA  
Palmview Pediatric Dentistry  
Weslaco pediatric Dentistry

**Mental Health:** Gonzalez Counseling Services, Amando Gonzalez, LPC  
Modern View Counseling Services, Norma Villanueva, LCSW

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.



Hidalgo County Head Start Program  
RFQ 2010-032-09-08

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Step N Stride Rehab	20	25	20	25	10	100
Beyond Expectatons						
Speech Therapy	20	25	20	25	10	100
Kidding Around Therapy INC.	20	25	20	25	10	100
Total Care						
Rehab Center	20	25	20	25	10	100
Children's Speech & Language Center	20	25	20	25	10	100
Impact Therapeutic Services	20	25	20	25	10	100

\*NA – Agencies that have not worked with Head Start before.

# Hidalgo County Head Start Program

## SPECIAL SERVICES

RFQ № 2010-032-09-08

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____ _____	20	_____
2. Experience of Project Manager Comments/Rationale For Points: _____ _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____ _____	10	_____

Provider: \_\_\_\_\_

Evaluator(s): \_\_\_\_\_ Date: \_\_\_\_\_



**Hidalgo County Head Start Program**  
 Mental Health & Health Services Department

Mental Health RFQ 2010-031-09-08

Health RFQ 2010-030-09-08

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
<b>MENTAL HEALTH</b>						
Modern View, Norma Villanueva	20	25	20	25	10	100
Gonzalez Counseling Services, Amando Gonzalez	20	25	20	25	10	100
<b>HEALTH DEPT.</b>						
Industrial & Family Medicine, Dr. Bose M.D	20	25	20	25	10	100
Linda T. Burke DDS. PA	20	25	20	25	10	100
Palmview Pediatric Dentistry	20	25	20	25	10	100
Weslaco Pediatric Dentistry	20	25	20	25	10	100

# Hidalgo County Head Start Program

## MEDICAL & DENTAL PROVIDERS

RFQ № 2010-030-09-08

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale for Points: _____ _____ _____	20	_____
2. Experience of Project Manager Comments/Rationale For Points: _____ _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____ _____	10	_____

Provider: \_\_\_\_\_

Evaluator(s): \_\_\_\_\_ Date: \_\_\_\_\_

**Hidalgo County Head Start Program**  
**MENTAL HEALTH PROVIDERS**  
 RFQ № 2010-031-09-08

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____ _____	20	_____
2. Experience of Project Manager Comments/Rationale For Points: _____ _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____ _____	10	_____

Provider: \_\_\_\_\_

Evaluator(s): \_\_\_\_\_ Date: \_\_\_\_\_

## **EVALUATION CRITERIA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### **1. STAFFING OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### **3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**MEDICAL &  
DENTAL**

CONTRACT FOR SERVICES  
MEDICAL & DENTAL  
2010-030-09-08

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS AGREEMENT (The "Agreement") is made effective the **1<sup>st</sup>** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and \_\_\_\_\_ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This agreement terminates on the **31<sup>st</sup>** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.
3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

# Exhibit A

## Description of Services-Dental Health Services

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider, referral and or treatment done.
2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
  1. A visual examination
  2. X-Rays
  3. Prophylaxis(cleaning)
  4. Nutritional Counseling
  5. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

# **MENTAL HEALTH**

**CONTRACT FOR SERVICES  
MENTAL HEALTH  
2010-031-09-08**

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS AGREEMENT (The "Agreement") is made effective the **1<sup>st</sup>** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and \_\_\_\_\_ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This agreement terminates on the **31<sup>st</sup>** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.
3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
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6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

# Exhibit A

## Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

- (a) Assist in planning mental health program activities.
- (b) Provide workshop/in-service training on mental health topics to Head Start staff/parents.
- (c) Perform Classroom Observations
- (d) **Submit a typed written report on findings and recommendations to the Head Start Program b two weeks from date of referral.**
- (e) Provide Developmental Evaluation for children to determine nature of problem and /or rule out medical problems.
- (f) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
- (g) Advise in the utilization of other community resources and referrals.
- (h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
- (i) Indemnification- The contractor agreed to indemnify and hold harmless the Agency, it's director, officers, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the contractor in rendering services contemplated by this agreement.

The program shall furnish the following services, data and information to Provider:

- (a) A completed referral on children exhibiting typical and emotional behaviors **is referred by site staff or parental concern.**
- (b) Information released on a referral form will remain specific to the need for referral and services being requested.
- (c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize cost reimbursement due to Program.

## **TERMS OF CONTRACT:**

1. The provider shall commence services on, September 2010 and shall complete services no later than August, 2011. **Note:** All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

## **IN-KIND SERVICE BY CONTRACTOR:**

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
  - (a) Classroom Observation and recommendation
  - (b) Developmental evaluation
  - (c) Individual/ family counseling (per hour)
  - (d) Workshop/In-Service/Training

# **SPECIAL SERVICES**

**CONTRACT FOR SERVICES  
DISABILITY  
2010-032-09-08**

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS AGREEMENT (The "Agreement") is made effective the 1<sup>st</sup> day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and \_\_\_\_\_, (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms mutually agreed to by the parties. This agreement will terminate on the 31<sup>st</sup> day of August, 2011 or as provided herein.

**WITNESSETH:**

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

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NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.
3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2011) of the Contract period at such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD  
START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

# Exhibit A

## Description of Services – Disability

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

- (a) Physical Therapy & Evaluation
- (b) Occupational Therapy & Evaluation
- (c) Speech Therapy & Evaluation
- (d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
- (e) Assessment Report
- (f) Head Start Diagnostic Report
- (g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

- (a) Consent/release; social case history; medical referral are completed;
- (b) Transportation of clients to and from the Provider is arranged as deemed necessary;
- (c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.