



# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** May 16, 2012

**SUBJECT:**

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Services to Provide Medical, Dental and Mental Health Services to Head Start Children.
2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

**a. Medical RFQ #2012-001-04-11**

Nuestra Clinica Del Valle, Inc.
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**b. Dental RFQ #2012-001-04-11**

Mohammad H. Mirmohammadi	New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC	Nuestra Clinica Del Valle, Inc.

**c. Mental Health #2012-002-04-11**

Professional Counseling Services, PLLC.	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	New Horizon Group, LLC., DBA/ New Horizon Behavioral Health

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

**RATIONALE/NEED:** Administration needs to obtain medical, dental and mental health services for all Head Start children for the next school year.

**RECOMMENDATION:** Administration recommends approval

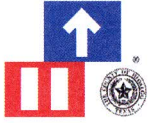
**COST:** Head Start funds for this project are available.  
Medical/Dental Services: Account 19-5252-20-10000-305  
Mental Health Services: Account 19-5256-20-10000-305

**RELATED INFORMATION INCLUDED:** Memo/Grading-Scoring/Contract  
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**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*

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

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



## HIDALGO COUNTY HEAD START PROGRAM

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

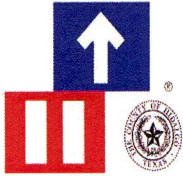
TO: Edmundo Garcia, Assistant Director  
FROM: Ambrosio Tovar, Procurement Director  
DATE: May 7, 2012  
SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Health & Dental and Mental Health Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Mental Health Services Departments (see attached department memos).

Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2012. These providers meet the requirements.

Attached is a summary by category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.



## Hidalgo County Head Start Program

P.O Box 0117 Edinburg, Texas 78540-0117

**To:** Mr. Ambrosio Tovar

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

**Date:** May 7, 2012

**Cc:** Ms. Teresa Flores, Executive Program Director  
Ms. Nora Munoz, Assistant Program Director  
Mr. Edmundo Garcia, Assistant 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 2012-2013 Hidalgo County Head Start school year.

**Medical:** Nuestra Clinica Del Valle

**Dental:** Mohammad H. Mirmohammadi  
Texas Smiles Dental Center of Mission  
New Horizon Family Dentistry  
Nuestra Clinica Del Valle

**Mental Health:** Professional Counseling Services, PLLC  
Esmeralda Meave  
Anita Sandoval DBA/Positive Awakenings Counseling Ctr.  
Maricela Medrano/Fina's Helping Hands  
Tony Guzman DBA/Guzman & Associates  
New Horizon Group, LLC., DBA/New Horizon Behavioral Health

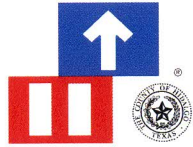
Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.



Hidalgo County Head Start Program  
Health Services Department

Medical & Dental RFQ 2012-001-04-11

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
HEALTH / DENTAL						
Mohammad H. Mirmohammadi	20	25	20	25	10	100
Texas Smiles Dental Center of Mission, PLLC	20	25	20	25	10	100
New Horizons Family Dentistry, PLLC	20	25	20	25	10	100
Nuestra Clinica Del Valle, Inc	20	25	20	25	10	100



Hidalgo County Head Start Program  
Health Services Department

Mental Health RFQ 2012-002-04-11

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
<b>MENTAL HEALTH</b>						
Professional Counseling Services, PLLC	20	25	20	25	10	100
Esmeralda Meave	20	25	20	25	10	100
Maricela Medrano/Fina Helping Hands	20	25	20	25	10	100
New Horizon Group LLC, New Horizon Behavioral Health	20	25	20	25	10	100
Tony Guzman DBA Guzman & Associates	20	25	20	25	10	100

**CONTRACT FOR SERVICES  
MEDICAL AND DENTAL  
C-12-001-05-30**

STATE OF TEXAS       &  
                                  &  
COUNTY OF HIDALGO   &

THIS AGREEMENT (The "Agreement") is made effective the **1<sup>st</sup>** day of **August** , **2012** 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 **July, 2013** 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

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information (“PHI”) and electronic Protected Health Information (“ePHI”), as mandated by the Privacy Rule and Security Rule (jointly referred to as “the Rules”) under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; 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 described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the “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  
Attn: Mrs. Elma Keller, Finance Director  
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 contractor 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 by notice to the other party. Proper Notice shall be submitted through certified letter to:

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

If to Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation 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. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. 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 Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo 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 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. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. 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.

J. 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.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of 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: \_\_\_\_\_  
Ramon Garcia, 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 – Medical Service

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 physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of "**HEAD START: PHYSICAL EXAM AND ASSESSMENT**" 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.
9. 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.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

# 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 this/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:
  - a. A visual examination
  - b. X-Rays
  - c. Prophylaxis (cleaning)
  - d. Nutritional Counseling
  - e. 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 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 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.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business associated must be in HIPPA compliance.

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.

CONTRACT FOR SERVICES  
MENTAL HEALTH  
C-12-002-05-30

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO   &

THIS AGREEMENT (The "Agreement") is made effective the **1<sup>st</sup>** day of **August** , **2012** 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 **July, 2013** 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

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information (“PHI”) and electronic Protected Health Information (“ePHI”), as mandated by the Privacy Rule and Security Rule (jointly referred to as “the Rules”) under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; 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 described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the “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:

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Attn: Mrs. Elma Keller, Finance Director  
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 contractor 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 by notice to the other party. Proper Notice shall be submitted through certified letter to:

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

If to Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation 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. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. 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 Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo 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 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. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. 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.
- J. 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.

- K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of
- L. Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of 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: \_\_\_\_\_  
Ramon Garcia, 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 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 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 Program, it's director, officers, employees, 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 provider in rendering services contemplated by this agreement.

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

- (a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r 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 coast reimbursement due to Program.

## **TERMS ON CONTRACT:**

1. The provider shall commence services on, August 2012 and shall complete services no later than July 2013. **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.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

## **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