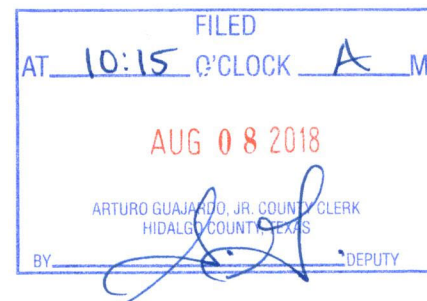


**CONTRACT FOR SERVICES
SIGN LANGUAGE INTERPRETING SERVICES
C-18-003-08-01**



STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS CONTRACT (the “**Contract**”) is made effective the **1st** day of **August, 2018** by and between Hidalgo County, Texas acting by and through 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 **Amy Jane Hermansen, dba, Sign Language Services** (hereinafter “**Provider**”) to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which **Provider** is licensed to provide, those services on “A” attached hereto, and incorporated herein for all purposes (the “**Services**”);

WHEREAS, the Provider has agreed to provide the **Services** enumerated in this **Contract** for the **Program**;

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

WHEREAS, Program participants are or may be examined and treated by the **Provider**;

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

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

- A. 1. The term of this **Contract** shall commence on **August 1, 2018** and shall terminate on the **31st** day of **July, 2019** unless extended or earlier terminated as provided herein. This **Contract** may be extended for one additional year on the same terms and condition if Program elects to do so by providing written notice to **Provider** as provided elsewhere herein.
2. **Provider** represents that **Provider** is licensed by the State of Texas, if required by law to perform the **Services**, is and qualified to perform and execute the **Services** described on Exhibit A attached hereto and incorporated herein at this point for all purpose. If such license is suspended or revoked, this **Contract** shall automatically be terminated. **Provider** shall immediately notify the **Program** of such suspension or revocation.
3. 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 and 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**.

4. 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 Carrera, CFO
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.

5. The **Provider** must comply with all applicable **Program** and Hidalgo County policies.

Notwithstanding the foregoing sentence, the **Provider** represents and maintains that **Provider** 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 **Provider** 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 **Contract**.

6. The **Program** and the **Provider** agree that **Program** 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. Notice shall be submitted through certified letter to:

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

If to Provider: Amy Jane Hermansen dba Sign Language Services
1409 Rio Grande St.
San Juan, Texas 78589

7. **Provider** agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering **Provider** and **Provider's** 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.

8. Except as otherwise herein provided, the **Provider** may not assign the obligation 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

Contract shall be bound by the provisions of the terms of this **Contract**. 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 **Contract**, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this **Contract** was the **Provider's** or that of any person providing services hereunder through or for **Provider**. Upon written notice from Hidalgo County and the **Program**, **Provider** will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or **Program**, any such claim(s) or action(s).

D. **THIS CONTRACT SHALL BE CONTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

E. In case any one or more of the provisions contained in this **Contract** 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 **Contract** 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 **Contract** for one year from the date of termination of the **Contract** period on the same rate and terms as negotiated by the parties. If the **Program** elects to extend this **Contract**, **Program** shall provide ninety (90) days written notice of intention to extend this **Contract** to **Provider** prior to the expiration of this **Contract**.
- 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 **Contract**, the **Program** may terminate this **Contract** 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 **Contract** 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 **Contract** 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. **Provider** 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. **Provider** shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.
- L. **Entire Contract.** This **Contract** contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or **Contract** in connection with this **Contract** not specifically set forth herein. This **Contract** may be modified or amended only by **Contract** in writing executed by **Program** and **Provider** and not otherwise.
- M. **Immunities.** Nothing in this Contract is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

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:

BY: _____

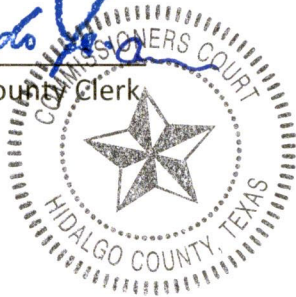
HIDALGO COUNTY HEAD START PROGRAM

BY: Ramon Garcia
Ramon Garcia, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

ATTEST:

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



APPROVED BY
COMMISSIONERS' COURT
ON: 6/19/18 gms

Approved as to form:
Oxford & Gonzalez
By: Ricardo Gonzalez
Ricardo Gonzalez

Approved as to form:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain
Stephen L. Crain

Approved by Policy Council: 6-13-2018
Approved by Commissioner's Court: 6-19-2018

Exhibit A

Description of Interpreting Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families 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) Must be willing to travel within the County.
- (b) Interpret at Monthly Parent Committee Meetings.
- (c) Interpret as needed for children's applications.
- (d) Interpret for Parent / Teacher home visits and Parent Conferences.
- (e) Interpret for ARD / IEP Meetings
- (f) Interpret at scheduled staffing and as needed for other functions.
- (g) Provide trilingual interpretation.

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.

The Hidalgo County Head Start Program agrees to ensure that:

- (a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2018 and shall complete services no later than July 31, 2019. **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 be in HIPPA Compliance.

Exhibit B Fee Schedule

<p>AMY JANE HERMANSEN 2018 - 2019</p>

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.
(if applicable)

- The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
Level I: Interpreting Services (Regular)	
Rate Per Hour	\$ 49.00 per hour
OT Rate Per Hour – Same day request before 5 pm – Sat – Sunday all day rate until 5 pm	\$ 73.50 per hour
ER-Weekend/after 5pm same day request - holidays	\$ 98.00 per hour
Trilingual Non-Certified	\$ 5.00 Additional per Hour
Level II: Interpreting Services (Holidays) Regular Advanced	\$ 55.00 per hour
ER-Weekend and after 5 pm same day request - holidays	\$ 110.00 per hour
OT Rate per Hour – Same Day request before 5 pm and Sat – Sunday all day rate until 5 pm	\$ 82.50 per hour

TRILINGUAL CERTIFIED \$10 PER HOUR ADDITIONAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Amy J Hermansen dba Sign Language Services 1409 Rio Grande St San Juan TX 78589	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

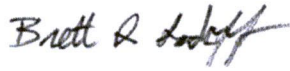
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1356688-CGL-18	06/10/2018	06/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MEMORANDUM OF INSURANCE

Date Issued

August 23, 2017

Producer

Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines, IA 50306-3576
 www.proliability.com

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters, Inc.

Insured

Sign Language Services
 1409 Rio Grande Street
 San Juan, TX 78589

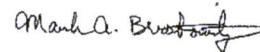
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Interpreter	AHY-671224006	08/01/2017	08/01/2018	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
General Liability				Per Occurrence	
				Aggregate	

Evidence of Insurance**Memorandum Holder:**

Hidalgo County Head Start
 1901 West State Highway 107
 McAllen, TX 78504

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative


Mark Brostowitz
 Principal

Affidavit & Indemnity Agreement

Date: 5/23/2018

Affiant: Amy Jane Hermansen

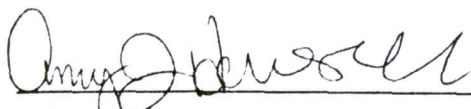
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amy Jane Hermansen (s)he is a single member of Sign Language Services. As a Sign Language Provider for Hidalgo County Head Start Program under Contract # C-18-003-08-01-A Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

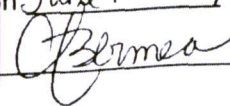
Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

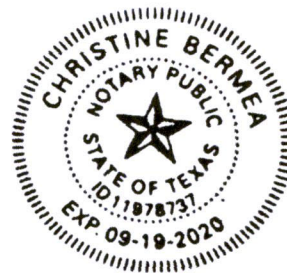
Further Affiant sayeth not.



Amy Hermansen Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on June 1st, 2018.

Notary Public, State of Texas 



Progressive
PO Box 94903
Cleveland, OH 44101

1-800-444-4487

PROGRESSIVE
COMMERCIAL

Policy number: 06219529-0

Underwritten by:
Progressive County Mutual Ins Co
June 19, 2017
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
HEAD START HILDAGO COUNTY
1901 TX-107
MCCALLUM, TX 78504

Insured

AMY HERMANSEN
1409 RIO GRANDE ST
SAN JUAN, TX 78589

Agent

AMERIPRISE AUTO
3500 PACKERLAND DR
DE PERE, WI 54115

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 8, 2017

Policy Expiration Date: Aug 8, 2018

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$100,000/\$300,000/\$50,000
Uninsured/Underinsured Motorist	\$50,000/\$100,000
Uninsured Motorist Property Damage	\$50,000 w/\$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2009 MAZDA TRIBUTE 4F2CZ02709KM04284	
Medical Payments	\$5,000
Comprehensive	\$500 Ded
Collision	\$500 Ded