AI-22089 **6.D.**

Claim of Juan Espinal

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Juan Espinal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:28 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:04 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 02:24 PM

Final Approval Date: 07/23/2010

AI-22091 **6.E.**

Claim of Rene O. Ramirez

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rene O. Ramirez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:28 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:05 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 02:27 PM

Final Approval Date: 07/23/2010

AI-22097 **6.F.**

Claim of Abraham Cavazos

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Abraham Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 08:06 AM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:05 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 04:34 PM

Final Approval Date: 07/23/2010

AI-22121 **6.G.**

Claim of Irma Martinez

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Irma Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:30 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:08 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/21/2010 03:32 PM

Final Approval Date: 07/23/2010

AI-22124 **6.H.**

Civil Action No. 7:09-cv-00304; Francisco Madrigal v. Sheriff Lupe Trevino and County of Hidalgo

CC REGULAR

Date: 07/27/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

Civil Action No. 7:09-cv-00304; Francisco Madrigal v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:51 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:08 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Monica Badillo — Started On: 07/21/2010 03:52 PM

Final Approval Date: 07/23/2010

AI-22167 **6.I.**

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza, et al

CC REGULAR

Date:	07/27/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 07:59 AM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:08 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:42 PM	APRV
Form Started By: Monica Badillo			Started On: 07/22/2010 04:55 PM	
Final Approval Date: 07/23/2010				

AI-22090 **7.D.**

Claim of Juan Espinal

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Juan Espinal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:28 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:06 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 02:26 PM

Final Approval Date: 07/23/2010

AI-22092 **7.E.**

Claim of Rene O. Ramirez

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rene O. Ramirez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:28 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:06 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 02:29 PM

Final Approval Date: 07/23/2010

AI-22098 **7.F.**

Claim of Abraham Cavazos

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Abraham Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 08:06 AM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:06 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 04:35 PM

Final Approval Date: 07/23/2010

AI-22122 **7.G.**

Claim of Irma Martinez

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Irma Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:30 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:07 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/21/2010 03:36 PM

Final Approval Date: 07/23/2010

AI-22125 **7.H.**

Civil Action NO. 7:09-cv-00304; Francisco Madrigal v. Sheriff Lupe Trevino and Coounty of Hidalgo

CC REGULAR

Date:	07/27/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:09-cv-00304; Francisco Madrigal v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:52 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:07 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Monica Badillo — Started On: 07/21/2010 03:54 PM

Final Approval Date: 07/23/2010

AI-22168 **7.I.**

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza, et al

CC REGULAR

Date:	07/27/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 08:00 AM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 01:09 PM	APRV
3	Purchasing Department	Marty Salazar	07/23/2010 03:42 PM	APRV
Form Started By: Monica Badillo			Started On: 07/22/2010 04:56 PM	
Final Approval Date: 07/23/2010				

AI-22115 **10.B.**

State Farm Insurance Settlement Check

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $2,477.86 for an auto accident with a County vehicle (Const P4).

BACKGROUND

DOL: 03/13/10

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 02:18 PM	APRV
2	Erika Zamora	Erika Zamora	07/23/2010 01:44 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 01:55 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/21/2010 01:48 PM

Final Approval Date: 07/23/2010

AI-22088 **10.C.**

State Farm Insurance Settlement Check

CC REGULAR

Date:	07/27/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $11,131.94 for an auto accident with a (totaled) County vehicle (Facilities Mgmt. Dept)

BACKGROUND

DOL: 06/08/10

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:25 PM	APRV
2	Erika Zamora	Erika Zamora	07/23/2010 01:43 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 01:55 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 07/20/2010 02:03 PM

Final Approval Date: 07/23/2010

AI-22093 **11.A.**

Reimbursement Request Art. 104.001 & 104.002 CCP

CC REGULAR

Date:	07/27/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of request for reimbursement of expenses incurred under Article 104.001 and 104.002 of Texas Code of Criminal Procedures with authority for County Judge to submit request as prescribed.

BACKGROUND

Expenses for John Allen Rubio Trial transferred from Cameron County to Hidalgo County. Invoice to be presented at Commissioners' Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Reimbursement to Hidalgo County from Cameron County for Rubio trial expenses.

*actual invoice will be attached at a later time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:26 PM	APRV
2	Roland Garcia	Rolando Garcia	07/23/2010 01:27 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:47 PM	APRV
4	Dina Trevino	Erika Zamora	07/23/2010 04:55 PM	APRV
5	Purchasing Department		07/23/2010 05:27 PM	NEW

Form Started By: Erika Reyna — Started On: 07/20/2010 02:36 PM

Final Approval Date: 07/23/2010

AI-22176 **11.B.**

Presentation US Census

CC REGULAR

Date:	07/27/2010
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Sofia Hernandez
Department:	COUNTY JUDGE

Agenda Category: County Judge's Office **Sub-category:** County Judge's Office

Information

CAPTION

Presentation by Felicia Ramirez of the US Census

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 02:51 PM	APRV
2	Roland Garcia	Rolando Garcia	07/23/2010 04:42 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 04:46 PM	APRV
4	Purchasing Department		07/23/2010 05:27 PM	NEW

Form Started By: SANDRA DELEON Started On: 07/23/2010 02:28 PM

Final Approval Date: 07/23/2010

AI-22183 **12.A.**

Special Election for County Commissioner Pct. 1
CC REGULAR

Date:	07/27/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Rene Guerra, D.A.
Department:	EXECUTIVE OFFICE
Agenda Category:	District Attorney

Information

CAPTION

Presentation for discussion, consideration and action on recommendation for a Non-Partisan Special Election for County Commissioner Pct. #1 to be held on November 2, 2010

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 04:03 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 04:47 PM	APRV
3	Purchasing Department	Angela Garcia	07/23/2010 05:27 PM	APRV

Form Started By: Monica Badillo — Started On: 07/23/2010 04:01 PM

Final Approval Date: 07/23/2010

AI-22181 **13.A.**

Salary and Title re-alignment pursuant to Hidalgo County's Law Enforcement Grade & Step Pay Plan

CC REGULAR

Date: 07/27/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Pct No. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Constables

Information

CAPTION

Constable Pct. No. 1
1. Appoval to adjust position titles and compensation for the following positions and employees pursuant to the Hidalgo County Constable Grade & Step Pay Plan:

Slot No.	Emp. No.	Current Position Title	Current Salary	Current Supplemental Pay	Proposed Position Title	Proposed Salary	Proposed Supplemental Pay
009	064084	Chief Deputy Constable Step I- Code Enforcement	$45,980.00	$5,794.00	Senior Deputy Constable Step III	$44,777.00	$1,200.00
010	140562	Deputy Constable Step II	$39,330.00	-0-	Senior Deputy Constable Step I	$41,800.00	$1,200.00
011	115444	Deputy Constable- Code Enforcement	$38,000.00	-0-	Deputy Constable Step I	$38,000.00	$600.00
012	083623	Deputy Constable Step I- Code Enforcement	$38,000.00	-0-	Deputy Constable Step I	$38,000.00	-0-

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: backup
Link: revised salary schedule
Link: certifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/23/2010 04:55 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 04:56 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	07/23/2010 05:27 PM	APRV

4	Auditor's Office	07/23/2010 05:27 PM	NEW
Form Started By: Rosie Cantu		Started On: 07/23/2010 03:49 PM	
Final Approval Date: 07/23/2010			

CONSTABLE CELESTINO AVILA JR.

CHIEF DEPUTY BLANCA I. SANCHEZ **CONSTABLE CLERK JUAN M. HERNANDEZ**

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 * FAX (956) 447-8614

July 19, 2010

Raul Silguero
Hidalgo County Budget Officer
2802 S. Closner Blvd.
Edinburg, TX 78539

REF: Position Reclassifications

Mr. Silguero,

At this time I am requesting that the following positions be reclassified.

Sr. Deputy Constable II
$41,800.00

Slot #	Employee #	Current Position Title	Current Salary	Reclassification	Base Salary	Other Allowances Longevity	Other Allowances Supplemental
0009	064084	Chief Deputy Constable Step 1 Code Enforcement	$45,980 + $5794 supplemental pay	Senior Deputy Constable Step III	$44,777	$540	$1200
0010	140562	Deputy Constable Step II Code Enforcement	$39,330	Deputy Constable Step II	$39,330		$1200
0011	115444	Deputy Constable Code Enforcement	$38,000	Deputy Constable Step I	$38,000		$600
0012	083623	Deputy Constable Step 1 Code Enforcement	$38,000	Deputy Constable Step I	$38,000		

Reasons:

Slot #0009 – In the Current Departmental Organizational Structure there is only room for one Chief Deputy.

Position is not of supervisory level, carries no supervisor duties, and therefore does not merit the pay or the title. Under current step and grade Slot #0009 qualifies as a Senior Deputy III.

Slots #0010, #0011, and #0012 – Only Position Title change to coincide with current department position titles. (The working of Environmental Crimes is an additional duty.)

Feel free to contact me if you have any questions.

Respectfully,

Celestino Avila Jr.
Constable

CAJ/bis

XC: Files

HIDALGO COUNTY CONSTABLES OFFICE: [Effective May 26, 2008]

CONSTABLES

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Trainee	$ 34,000										
Depty Constable	$ 36,480	$ 38,000	$ 39,330								
Senior Constable		$ 41,800	$ 43,263	$ 44,777	$ 46,344	$ 47,966	$ 49,645	$ 52,128	$ 57,340	$ 63,074	$ 69,382
Chief Depurty Constable		$ 45,980	$ 47,589	$ 49,255	$ 50,979	$ 52,763	$ 54,610	$ 57,340	$ 63,074	$ 69,382	$ 76,320

Supplemental Pay Program:

Education Program:	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23
PHD	$ 2,100.00	$ 175.00	$ 80.77

Certification Program:

Intermediate		
	Annual	$ 600.00
	Monthly	$50.00
	Bi-Weekly	$23.07
Advance		
	Annual	$1,200.00
	Monthly	$100.00
	Bi-Weekly	$46.15
Masters		
	Annual	$1,800.00
	Monthly	$150.00
	Bi-Weekly	$69.23

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-291-001-0

AI - 221

CONSTABLE PCT. 1

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	111	CONSTABLE	68,190.00	0.00	0.00	0	0.00	0.00	68,190.00	68,190.00	0.00	0.00	1,200.00	8,000.00	0.00
0002	113	CHIEF DEPUTY CONSTABLE STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00
0003	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,200.00	0.00	0.00
0004	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00
0005	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00
0006	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00
0007	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	1,200.00	0.00	0.00
0008	113	SECRETARY	29,756.00	0.00	0.00	0	0.00	0.00	29,756.00	29,756.00	720.00	0.00	0.00	0.00	0.00
0009	**113**	**SR. DEPUTY CONSTABLE STEP III** ↓ ~~**CHIEF DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT**~~	**0.00**	**45,980.00**	**45,980.00**	**0**	**0.00**	**(1,203.00)** ↓ ~~**0.00**~~	**44,777.00** ↓ ~~**45,980.00**~~	**0.00**	**540.00**	**0.00**	**1,200.00** ↓ ~~**5,794.00**~~	**0.00**	**0.00**
0010	**113**	**SR. DEPUTY CONSTABLE STEP I** ↓ **DEPUTY CONSTABLE STEP II**	**0.00**	**39,330.00**	**39,330.00**	**0**	**0.00**	**2,470.00** ↓ ~~**0.00**~~	**41,800.00** ↓ ~~**39,330.00**~~	**0.00**	**0.00**	**0.00**	**1,200.00** ↓ ~~**0.00**~~	**0.00**	**0.00**
0011	**113**	**DEPUTY CONSTABLE STEP I** ↓ ~~**DEPUTY CONSTABLE CODE ENFORCEMENT**~~	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**600.00** ↓ ~~**0.00**~~	**0.00**	**0.00**
0012	**113**	**DEPUTY CONSTABLE STEP I** ↓ ~~**DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT**~~	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			364,309.00	161,310.00	161,310.00		0.00	1,267.00	526,886.00	364,309.00	4,200.00	0.00	12,000.00	8,000.00	0.00

Appoval to adjust position titles and compensation for the above positions and employees pursuant to the Hidalgo County Constable Grade & Step Pay Plan:

NOTE: affected positions highlighted in yellow

458,696.00

2010 ACTUAL TOTAL COMPENSATION
77,390.00
51,115.00
46,637.00
46,457.00
47,237.00
46,457.00
39,200.00
30,476.00
6,334.00
0.00
0.00
0.00
391,303.00

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 1 (215101)

Name	TCLEOSE ID (P ID)
SARA FLORES	134981

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Female		3802553

Education Information

Institution	Hours	Education
	0	GED
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Regular Peace Officer	HIDALGO CO. CONST. PCT. 1	Peace Officer License	3/21/2000		9 years, 5 months
Regular Peace Officer	EDCOUCH POLICE DEPT.	Peace Officer License	1/7/1998	5/7/1999	1 years, 4 months
Reserve Officer	EDCOUCH POLICE DEPT.	Peace Officer License	3/21/1997	3/21/1997	0 years, 0 months

Total Service Time

Description	Service Time
Regular Peace Officer	10 years, 9 months
Reserve Officer	0 years, 0 months
Total officer time	10 years, 9 months

Award Information

Award	Type	Action	Action Date
Peace Officer License	License	Granted	4/2/1997
Basic Peace Officer	Certificate	Certification Issued	4/2/1997
Intermediate Peace Officer	Certificate	Certification Issued	10/12/2004
Advanced Peace Officer ←	Certificate	Certification Issued	11/4/2007

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 1 (215101)

Name	TCLEOSE ID (P ID)
JAMES T. WALLEN JR	81307

Citizen	Race	Gender	Federal ID	State ID
Yes	White	Male		9904025

Education Information

Institution	Hours	Education
	0	High School
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Regular Peace Officer	HIDALGO CO. CONST. PCT. 1	Peace Officer License	8/7/2006		3 years, 0 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 5	Peace Officer License	6/13/2005	8/7/2006	1 years, 2 months
Regular Peace Officer	VALLEY INTL. AIRPORT POLICE DEPT.	Peace Officer License	6/19/2000	6/20/2005	5 years, 0 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	5/26/2000	6/19/2000	0 years, 1 months
Reserve Officer	ELSA POLICE DEPT.	Peace Officer License	12/2/1999	12/2/1999	0 years, 0 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 5	Peace Officer License	6/30/1999	12/13/1999	0 years, 5 months
Regular Peace Officer	LA FERIA POLICE DEPT.	Peace Officer License	9/3/1998	9/3/1998	0 years, 0 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 5	Peace Officer License	11/20/1997	9/28/2006	8 years, 10 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	6/27/1997	11/20/1997	0 years, 5 months
Regular Peace Officer	LA FERIA POLICE DEPT.	Peace Officer License	12/28/1995	12/28/1995	0 years, 0 months
Regular Peace Officer	WILLACY CO. SHERIFF'S OFFICE	Peace Officer License	2/1/1992	10/2/1995	3 years, 8 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	7/28/1990	1/30/1992	1 years, 6 months
Reserve Officer	HIDALGO CO. CONST. PCT. 4	Reserve Officer License	5/1/1989	7/26/1990	1 years, 3 months
Reserve Officer	HIDALGO CO. SHERIFF'S OFFICE	Reserve Officer License	2/3/1988	4/12/1989	1 years, 2 months

Total Service Time

Description	Service Time
Regular Peace Officer	17 years, 4 months

Department HIDALGO CO. CONST. PCT. 1 (215101)

Total Service Time

Description	Service Time
Reserve Officer	2 years, 5 months
Total officer time	19 years, 9 months

Award Information

Award	Type	Action	Action Date
Reserve Officer License	License		
		Granted	11/7/1983
Peace Officer License	License		
		Granted	3/1/1989
Basic Peace Officer	Certificate		
		Certification Issued	3/1/1989
Basic Reserve	Certificate		
		Certification Issued	3/1/1989
Intermediate Peace Officer	Certificate		
		Certification Issued	3/1/1989
Reserve Intermediate	Certificate		
		Certification Issued	3/1/1989
Advanced Peace Officer ←	Certificate		
		Certification Issued	1/7/2004

Courses Completed

09/01/2007 - 08/31/2009

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3800	Technical/Specialized	7/3/2009	30	Lubbock Co. Sheriff's Academy	
3880	Environmental Law Enforcement (General Number)	6/18/2009	24	Laredo Community College Reg. Academy	
3939	Cultural Diversity	5/18/2009	8	Hidalgo Co. Sheriff's Academy	Cultural Diversity
3101	Civil Process	4/1/2009	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3264	Special Investigator Certification Course	9/24/2008	24	Texas Municipal Police Association	Special Investigative Topics
3700	Management/Supervision	6/19/2008	8	Bill Blackwood LEMI of Texas	
		Unit Hours	114		

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 1 (215101)

Name	TCLEOSE ID (P ID)
RAUL LOZANO JR	246084

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		

Education Information

Institution	Hours	Education
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Regular Peace Officer	HIDALGO CO. CONST. PCT. 1	Peace Officer License	6/4/2009		0 years, 2 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	8/15/2008	3/13/2009	0 years, 7 months
Reserve Officer	ELSA POLICE DEPT.	Peace Officer License	11/6/2007	8/14/2008	0 years, 9 months
Regular Peace Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	10/14/2002	9/17/2006	3 years, 11 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	9/20/2002	10/10/2002	0 years, 1 months
Regular Peace Officer	SAN JUAN POLICE DEPT.	Peace Officer License	7/14/2002	8/27/2002	0 years, 1 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	10/26/2001	7/12/2002	0 years, 9 months
Regular Peace Officer	PROGRESO POLICE DEPT.	Peace Officer License	10/1/2000	10/25/2001	1 years, 1 months
Regular Peace Officer	ELSA POLICE DEPT.	Peace Officer License	12/10/1999	8/31/2000	0 years, 9 months

Total Service Time

Description	Service Time
Regular Peace Officer	7 years, 4 months
Reserve Officer	0 years, 9 months
Total officer time	8 years, 1 months

Award Information

Award	Type	Action	Action Date
Peace Officer License	License		
		Granted	12/28/1999

Department HIDALGO CO. CONST. PCT. 1 (215101)

Award Information

Award	Type	Action	Action Date
Basic Peace Officer	Certificate		
		Certification Issued	7/2/2001
Intermediate Peace Officer	Certificate		
		Certification Issued	5/19/2006

Courses Completed

09/01/2007 - 08/31/2009

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3880	Environmental Law Enforcement (General Number)	6/18/2009	24	Laredo Community College Reg. Academy	
3939	Cultural Diversity	5/18/2009	8	Hidalgo Co. Sheriff's Academy	Cultural Diversity
3100	LAW	2/5/2009	12	Texas Mun. Courts Education Center	
3264	Special Investigator Certification Course	9/24/2008	24	Texas Municipal Police Association	Special Investigative Topics
3807	TCIC/NCIC for Less than Full Access Operators	5/8/2008	8	Texas Department of Public Safety LEA	
		Unit Hours	76		

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3807	TCIC/NCIC for Less than Full Access Operators	8/25/2006	8	Hidalgo Co. Sheriff's Academy	
4001	Mental Health Peace Officer Training Course	8/24/2006	24	Hidalgo Co. Sheriff's Academy	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3939	Cultural Diversity	8/21/2006	4	Hidalgo Co. Sheriff's Academy	Cultural Diversity
3232	Special Investigative Topics	8/21/2006	4	Hidalgo Co. Sheriff's Academy	Special Investigative Topics
3702	Field Training Officer	2/10/2006	40	Hidalgo Co. Sheriff's Academy	

AI-21961 **14.A.**

retire k'9 dogs

CC REGULAR

Date: 07/27/2010
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.

Information

CAPTION

Requesting authorization and approval to retire one of the K'9 dogs.

BACKGROUND

In considaration of the Hidalgo County Sheriff's office, rejection of K9-"Zuza" ID # F123 and subsequent transfer of ownership to Roman Gabriel Flores, named Donnee, receipt is acknowledged and which I know to be a dog which was found to be unacceptable and hold the County of Hidalgo and the Hidalgo Sheriff's Office harmless form any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Receipt Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	07/20/2010 11:41 AM	APRV
2	Budget & Management	Ivan Cantu	07/20/2010 04:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2010 08:13 AM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 01:54 PM	APRV

Form Started By: Virginia Rodriguez Started On: 07/08/2010 10:28 AM

Final Approval Date: 07/23/2010

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

RECEIPT AGREEMENT
UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY SHERIFF'S OFFICE K9 DOG

In consideration of the Hidalgo County Sheriff's office, rejection of "K9-"Zuza", ID# F123, and subsequent transfer of ownership to Roman Gabriel Flores, named Donee, receipt is acknowledged, and which I know to be a dog which was found to be unacceptable for type training required or rejected due to medical deficiency., I hereby agree and warrant as follows:

1. Upon signing of this form by me and by The Hidalgo County Sheriff's Office's authorized representative, The County of Hidalgo relinquishes all right, title and interest in said dog, and all responsibility for its condition and actions, and accepts and assumes full ownership of said dog and complete responsibility for its condition and actions.

2. Therefore, I will indemnify and hold harmless the County of Hidalgo and The Hidalgo County Sheriff's Office and its agents and employees against and form any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.

3. I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.

4. Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Sheriff's Office makes no warrant or guarantee of its condition of health or temperament, or its future behavior.

5. Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the donee, Roman Gabriel Flores or for personal injuries, disabilities or death of the donee or the donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The donee shall hold the County of Hidalgo and The Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Witness & Authorized

Hidalgo County Sheriff _____ Donee _____

Hidalgo County Sheriff
Guadalupe "Lupe" Trevino

Donee, Roman Gabriel Flores
Hidalgo County Sheriff's Deputy
Donee Address 1108 Ruiz Street
City, State Zip: Palmview Texas 78572

Date: 7-8-2020

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds that Hidalgo County Sheriff's Office K9 "Zuza", a female German Sheppard, ID# F123, is found to be unacceptable for any type of training due to it's medical deficiency and continuous medical expenses. The court finds it in the best interest of the citizens of Hidalgo County that K9 "Zuza" be relived of it police duties with The Hidalgo County Sheriff's Office and donated to a reliable person, therein named Hidalgo County Sheriff's Deputy Roman Gabriel Flores, to care and maintain it for the remainder of K9 "Zuza" life span.

WHEREAS, Hidalgo County Commissioners' Court agrees to relinquish all rights, title and interest in said K9 "Zuza", and all responsibility for its condition and actions, and that therein named Roman Gabriel Flores accepts and assume full ownership of said dog and complete responsibility for its condition and actions. Roman Gabriel Flores will also hold harmless the County of Hidalgo and The Hidalgo County Sheriff's Office and its agents and employees against any and all claims which Roman Gabriel Flores's heirs or executors now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog. The court recognizes that Roman Gabriel Flores did not exchange money or anything else of value except his agreement made herein for the said dog.

WHEREAS, Hidalgo County Commissioners' Court understands that The County of Hidalgo assumes no liability for damages to the property of Roman Gabriel Flores, or for personal injuries, disabilities or death of Roman Gabriel Flores or to any other person arising from or incident to the donation of this animal or its use or disposition. Roman Gabriel Flores shall hold the County of Hidalgo and The Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of request to relinquish all rights, title and interest in said K9 "Zuza", ID# F123, and all responsibility for its condition and actions, and that therein named Roman Gabriel Flores accepts and assume full ownership of said dog

Passed and Approved by Commissioners' Court on _____ of _____, 2010

Signed by:

_____
Rene Ramirez
Hidalgo County Judge

_____
A.C. Cuellar
Commissioner, Pct.#1

_____
Joe M. Flores
Commissioner, Pct #3

_____
Hector "Tito" Palacios
Commissioner, Pct#2

_____
Oscar L. Garza
Commissioner, Pct #4

AFFIDAVIT

{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ANOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY APPEARED **Roman Gabriel Flores**, AFTER BY ME DULY SWORN, UPON OATH DEPOSES, AND SAYS:

MY NAME is **Roman Gabriel Flores** AND I LIVE AT **1108 Ruiz Street in Palmview Hidalgo County, Texas**. I WAS BORN ON **12/09/80**, AND I AM **30** YEARS OLD. MY TELEPHONE NUMBER IS **227-4802**. I AM employed by the Hidalgo County Sheriff's Office AND THE BUSINESS IS LOCATED at **711 East El Cibolo Road in Edinburg, Texas.**

I wish to say that my name is Roman Gabriel Flores. I wish to say that I am currently employed with the Hidalgo County Sheriff's Office and my current rank is of a Senior Deputy. I have been employed with the Hidalgo County Sheriff's Office for over 7 years and I am currently assigned to the Sheriff's Narcotic Unit as a K9 handler. The K9 assigned to me is "Zuza" a female German Sheppard, ID# F123. Recently K9 "Zuza", became ill and was taken to an emergency Veterinarian for emergency treatment. The Veterinarian concluded that the K9 had a serious skin disorder in which would require constant expensive medical treatment. I was later informed that the Sheriff's Office would be retiring the K9 because of it medical disorder and continuous expenses for said treatment. Being that K9 "Zuza" has been my partner for over one year I would be interested in taking full responsibility for K9 "Zuza" upon being retired. I am willing to release any and all liabilities from the Sheriff's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine's medical problems. I already have a kennel set up for the canine. I will also cooperate with the Hidalgo County Sheriff's Office at any time to go by my residence and check on the condition of the retired canine. I would appreciate it if I am considered in providing the remaining years of retirement for K9 "Zuza", to be cared for and appreciated by my loving family. I sincerely thank you.

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT OF MY OWN FREE WILL.

AFFIANT _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 8 DAY OF July 2010

NOTARY PUBLIC FOR HIDALGO COUNTY TEXAS _____

MARISSA REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 22, 2011

AI-22104 **15.A.**

State Case Registry and Local Customer Service Contract

CC REGULAR

Date: 07/27/2010
Submitted By: Ricardo Contreras, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration, and approval of Cooperative Agreement between the Texas Attorney General and Hidalgo County for State Case Registry and Local Customer Service.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This Cooperative Agreement outlines how the AG's office conducts business with the District Clerk in relation to how Registry information is handled for Child Support cases.

Contract period is from September 1, 2010 to Aug. 31, 2012. Contract is renewed every two years.

No fiscal impact to Co.

Attachments

Link: AG Case Registry Contract

Link: IT Disaster Recovery Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 12:59 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/22/2010 01:49 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:01 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:41 PM	APRV

Form Started By: Ricardo Contreras — Started On: 07/21/2010 08:20 AM

Final Approval Date: 07/23/2010

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

June 28, 2010

The Honorable Laura Hinojosa
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540-

RE: Two Originals of FY11/12 State Case Registry and Local Customer Service Contract

Dear Ms. Hinojosa:

Attached are two originals of the renewal for the FY11/12 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

Also attached is the Incident Response Plan, Attachment G, which is designed to provide a general reference to both OAG and county staff when a security incident may threaten the confidentiality of OAG data. We included the Incident Response Plan (printed on green paper) from your current SCR/LCS Contract for your convenience. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement 6.4.1.1, please complete the Incident Response Plan and return it along with both signed originals to the following:

Office of the Attorney General
Child Support Division
P. O. Box 12017
Mail Code 062, Attn: Kristi Morgan
Austin, Texas 78711-2017

Upon receipt of the two signed originals and the completed Incident Response Plan, the documents will be routed to Alicia G. Key, Deputy Attorney General for Child Support, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be executed before both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283.

Sincerely,

Allen Broussard
Manager, Government Contracts

Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Hidalgo County, Texas

CONTRACT NO. 11-C0036

1. INTRODUCTION & PURPOSE

1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.

1.2. Hidalgo ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.

1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.

1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements.

1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at http://portal.cs.oag.state.tx.us.

2. CONTRACT PERIOD

2.1. This Contract shall commence on September 1, 2010 and shall terminate on August 31, 2012, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

3.1.1.2. County must provide, if available, the following data elements:

3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)

3.1.1.2.2. family violence indicator, if applicable

3.1.1.2.3. name of each participant (last and first)

3.1.1.2.4. sex code for each participant

3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant

3.1.1.2.6. cause number

3.1.1.2.7. cause county code

3.1.1.2.8. start date of cause

3.1.1.2.9. order modification date

3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).

3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.

3.1.1.4. County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.

3.1.1.5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry's office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.

3.1.1.6. The provisions of 3.1.1.5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.

3.1.1.7. County shall provide updated information on existing orders within three (3) working days of receipt.

3.1.1.8. County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

3.1.1.9. County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.

3.1.1.10. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a

particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.

3.1.1.11. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

3.2.1.1. The term "Child Support Cases" when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.2.1.2.1. These activities include but are not limited to:

3.2.1.2.1.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.

3.2.1.2.1.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

3.2.1.2.1.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.2.1.2.1.4. Providing a certified copy of the court order timely to the OAG upon request.

3.2.1.2.2. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.2.3. Customer Service Unit Documentation

3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.

3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines:

3.2.3.2.1. Respond to written inquiries within five (5) County work days,

3.2.3.2.2. take action on information received within three (3) County work days,

3.2.3.2.3. document case record of action or information received at time of receipt,

3.2.3.2.4. follow up to a telephone inquiry within three (3) County work days,

3.2.3.2.5. return phone calls within three (3) County work days,

3.2.3.2.6. see a customer the same day or schedule appointment within three (3) County work days of request.

3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014).

3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:

3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).

3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).

3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).

3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

3.2.4. The electronic file associated with customer service activity that the County may transmit is:

3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).

3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.

3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application.

3.3. ACCESSING OAG SYSTEMS

3.3.1. County Responsibilities

3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.

3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.

3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and

ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.

3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.

3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.

3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.

3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4. REIMBURSEMENT

4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

4.2. OAG shall forward a Summary and Reimbursement Voucher for any particular month's activities to the County for review and approval by the 25th day of the following month.

4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.4.1. OAG Rights Upon Loss of Funding

4.4.1.1. Legislative Appropriations

4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.4.2. Provision of Funding by the United States

4.4.2.1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate

this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of $12.61 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of $4.01 per Registry Only Court Order updated. Thus: [(Calendar Month new and modified Registry Only Court Orders provided x $12.61) + (Calendar Month Registry Only Court Orders updated x $4.01)] x Federal Share = OAG Liability.

4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.13 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2009 annualized is 19%. Thus: (Calendar Month IV-D Inquiries Handled by County Personnel) + (Calendar Month Registry Only Inquiries Handled by County Personnel - Federal Disallowance Percentage) x ($4.13) x (Federal Share) = OAG Liability.

4.6. Limitation of OAG Liability

4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.

4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Forty Eight Thousand Seven Hundred Dollars and No Cents ($48,700.00)**.

4.7. Assignment of Claims

4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.1.1.1. County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Laura Hinojosa (or his/her successor in office)
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540-

5.1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)
Manager, Government Contracts
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.2. Controlled Correspondence

5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. The OAG has procedures in place to number and track such communications as Controlled Correspondence. Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County. In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control. Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract. Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

5.3. Inspections, Monitoring and Audits

5.3.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with

the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

5.4. Reimbursement of Audit Penalty

5.4.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5.5. Remedies for Non-Performance

5.5.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

5.5.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

5.5.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective

action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

5.6. Training on OAG Systems

5.6.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
email address: CSD-TRN@cs.oag.state.tx.us

5.7. Assignment

5.7.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

5.8. Liaison

5.8.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.9. Subcontracting

5.9.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

5.10. Dispute Resolution Process for County Breach of Contract Claim

5.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

5.10.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

5.10.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.

5.10.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

5.10.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

5.10.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

5.11. Reporting Fraud, Waste or Abuse

5.11.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

5.11.1.1. the Contract Manager

5.11.1.2. the Deputy Director for Contract Operations, Child Support Division

5.11.1.3. the Director, Child Support Division the Deputy Director, Child Support Division

5.11.1.4. the OAG Ethics Advisor

5.11.1.5. the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us)

5.11.1.6. the State Auditor's Office hotline for fraud (1-800-892-8348).

5.11.2. The report of suspected misconduct shall include (if known):

5.11.2.1. the specific suspected misconduct

5.11.2.2. the names of the individual(s)/entity(ies) involved

5.11.2.3. the date(s)/location(s) of the alleged activity(ies)

5.11.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

5.11.2.5. any documents which tend to support the allegations.

5.11.3. The words fraud, waste or abuse as used in this Section have the following meanings:

5.11.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

5.11.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

5.11.3.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1.1. General

6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.

6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.

6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.

6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.

6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.

6.1.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 10-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.

6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.2. OAG Data Usage and Storage

6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation

sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.10-2007) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external not-organization-controlled network [e.g. the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4.7 Alternate Work Sites.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division

"Certificate of Destruction for Contractors and Vendors" (Attachment H; a copy of which is attached hereto and included herein).

6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

6.4.1.1. County shall respond to detected security incidents. The term "security incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

6.4.1.1.1. Initial responders

6.4.1.1.2. Containment

6.4.1.1.3. Management Notification

6.4.1.1.4. Documentation of Response Actions

6.4.1.1.5. Expeditious confirmation of system integrity

6.4.1.1.6. Collection of audit trails and similar evidence

6.4.1.1.7. Cause analysis

6.4.1.1.8. Damage analysis and mitigation

6.4.1.1.9. Internal Reporting Responsibility

6.4.1.1.10. External Reporting Responsibility

6.4.1.1.11. OAG Contract Manager's and OAG CISO's name, phone number and email address.

6.4.2. Attachment G is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

6.5. Notice

6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Plan.

6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.6. Final Report

6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

6.6.1.1. a detailed explanation of the cause(s) of the security incident;

6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and

systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.8. Security Audit

6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.8.1.4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

7. AMENDMENT

7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8.1. Termination

8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of

such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.2. Survival of Terms

8.2.1. Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9.1.2. Civil Rights

9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00.

9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

9.1.4. Environmental Protection (Contracts in Excess of $100,000.00)

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed $100,000.

9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of $100,000]

9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding $100,000.

9.2. News Releases or Pronouncements

9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

9.3. Date Standard

9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.4. Headings

9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.6. Non-Waiver of Rights

9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.7. No Waiver of Sovereign Immunity

9.7.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9.8. Severability

9.8.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.9. Applicable Law and Venue

9.9.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Hidalgo County. All payments under this Contract shall be due and payable in Travis County, Texas.

9.10. Entire Contract

9.10.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.11. Counterparts

9.11.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.12. Attachments

9.12.1. Attachment A: OAG Information Security Policy Manual

9.12.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility

9.12.3. Attachment C: Child Support Online Login Policy

9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information

9.12.5. Attachment E: Certification Regarding Lobbying

9.12.6. Attachment F: IRS Publication 1075 (Rev.10-2007)

9.12.7. Attachment G: Incident Response Plan

9.12.8. Attachment H: Certificate of Destruction for Contractors and Vendors

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
Alicia G. Key Deputy Attorney General for Child Support	The Honorable Rene Ramirez County Judge, Hidalgo County

ATTACHMENT A

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

Office of the Attorney General

Information Technology Security Policy Manual

Version 3.0
February 12, 2009

Presented by:
Dr. Walt H. Foultz
Chief Information Security Officer

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1. Information Security Policy

1.1. Attorney General Policy Statement

The Office of the Attorney General (OAG) is committed to data integrity. Every reasonable effort must be made to protect information that is entrusted to this agency. An effective data security protocol, supported by an appropriately rigorous security structure, is critical to the success of an information security program. The OAG's Chief Information Security Officer is responsible for managing and developing the information security program, which includes identifying and resolving all at-risk information system assets, as well as supporting the operational needs of the agency.

An effective information security program encompasses many activities requiring commitment and cooperation among both employees and management of the OAG. All information resources users must be involved in the success of this strategic effort.

1.2. Scope of Policy

This policy applies to all OAG "information resources" that are used by or for the OAG throughout its life cycle. "Information resources are the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.[1]

This policy also applies to all users of OAG information resources, and electronic data regardless of location.

To the extent there is any conflict between this policy and the Sensitive Personal Information Privacy Policy.

1.3. OAG Information Security Policy Purpose & Intent

The purpose and intent of this policy document is to familiarize users of OAG information resources with the need to protect these resources in a prescribed manner and in accordance with appropriate standards.

1.4. Definitions

Access:
The physical or logical capability to interact with, or otherwise make use of information resources

Business Continuity Planning:
The process of identifying mission critical data systems and business functions, analyzing the risks and probabilities of service disruptions and developing procedures to restore those systems and functions.

Control:
Any action, device, policy, procedure, technique, or other measure that improves security.

Encryption:
The conversion of plain text (human readable) information into a mathematical cipher or algorithm to create an electronic message that conceals the true meaning.

Information Resources:
The term is defined in Section 1.2 of this policy.

Information Resource Data:
Any data electronically produced, modified, transmitted, or stored while in electronic form.

Information Resources Asset:
A subset of the term information resources that refers to computing hardware such as a laptop computer, desktop PC, network server, or computer software.

2. Management Security Controls

2.1. State Agency Head - Attorney General

The Attorney General, as the state agency head, is responsible for establishing and maintaining an information security and risk management program.[ii] It is the responsibility of the Attorney General to ensure that the agency's information resources are protected from the effects of damage, destruction, and unauthorized or accidental modification, access or disclosure.

2.2. Management Responsibility

The protection of information resources is a management responsibility. Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. All managers must be involved in the security and awareness program, and be familiar with and enforce OAG policies and procedures among their staff and employees.

2.3. Information Resources Manager (IRM)

The IRM is the agency executive who must approve the information technology assets and services necessary to conduct the information security program, as well as use executive authority where necessary to enable the success of the information security program.

2.4. Chief Information Security Officer (CISO)

The CISO reports to the IRM. It is the CISO's duty and responsibility to:

- Manage, develop and coordinate the development of the OAG information security program and all other information security policies, standards and procedures.

- Collaborate with IT divisions, information resources owners and executive management in the development of procedures to ensure compliance with external information security requirements.

- Develop training materials on information security for employees and all other authorized users, and collaborate with agency training staff to establish a standardized agency-wide information security training program.

- Develop and implement incident reporting and incident response processes and procedures to address any security incident/breach, violation of policy or complaint.

- Serve as the official agency point of contact for all information security inquiries and audits.

- Develop and implement an ongoing risk assessment program, including recommending methods for, and overseeing of, vulnerability detection and testing.

- Monitor security legislation, regulations, advisories, alerts and vulnerabilities, and communicate accordingly with IT divisions, data owners and executive management.

- Review agency information systems and provide written reports that identify potential security risks and recommended solutions as appropriate.

- Provide annual report to executive management on security program and risk mitigation.

- Collaborate with IT personnel, the Records Management Officer, and legal counsel to preserve data in accordance with appropriate data preservation and litigation hold procedures.

2.5. Information Security Officers (ISO).

A full-time ISO will be assigned to oversee the Administrative and Legal Divisions (A&L), while another full-time ISO will be assigned to oversee the Child Support Divisions (CS). The A&L ISO and CS ISO will report directly to the CISO.

These ISOs will function as the representatives of the CISO and will oversee the daily security activities within their supported division operations. The A&L ISO and CS ISO will review all information security procedures and recommend changes as appropriate.

2.6. Information Resource Owner

An information resource owner is defined as a person responsible for a business function and for determining controls and access to information resources supporting that business function.[iii] The state agency head or his or her designated representative(s) shall review and approve ownership of information resources and their associated responsibilities.[iv] For the OAG Information Resource Owners are typically Division Chiefs.

Where information resources are used by more than one division, the owners shall reach a consensus as to the designated owner with responsibility for the information resources and advise the A&L or CS ISO of their decision.[v]

The information owner or his or her designated representatives(s), with the CISO's concurrence, are responsible for and authorized to:

- Approve access to, and formally assign custody of, an information resource;
- Determine the information resources' value;
- Specify data control requirements and convey them to users and custodians;
- Specify appropriate controls, based on risk assessment, to protect the agency's information resources from unauthorized modification, deletion or disclosure. Controls shall extend to information resources outsourced by the agency in accordance with the Department of Information Resources' (DIR) information security policy;
- Confirm that controls are in place to ensure the accuracy, authenticity and integrity of electronic data;
- Ensure compliance with applicable controls;
- Assign custody of information technology assets and provide appropriate authority to implement security controls and procedures; and
- Review access lists based on documented security risk management decisions.

2.7. Information Custodian

An information custodian is defined as any person or group who is charged with the physical possession of information technology assets.[vi] Custodians are the technical managers that provide the facilities, controls and support services to owners and users of information. Custodians of information technology assets, including entities providing outsourced information resources services to state agencies, must:

- Implement the controls specified by the owner(s);

- Provide physical and procedural safeguards for the information resources;
- Assist owners in understanding and evaluating the cost-effectiveness of controls and monitoring;
- Administer access to the information resources; and
- Implement appropriate monitoring techniques and procedures for detecting, reporting and investigating incidents.

2.8. Information System User

All authorized users of OAG information resources (including, but not limited to, OAG personnel, temporary employees, contractors, sub-contractors, auditors, consultants or agents), shall formally acknowledge that they will comply with the OAG's security policies and procedures or they shall not be granted access to the information technology assets. The CISO will determine the method of acknowledgement and how often this acknowledgement must be re-executed by the user to maintain access to OAG information technology assets.[vii] Users also have the responsibility to report all suspected violations of OAG information security policies to their Division Chief and the ISO responsible for their division. The ISO will then report the suspected violation to the CISO. (See section 3.4)

Users of OAG information technology assets shall have no expectation of privacy for information contained within or processed by an OAG information technology asset. Electronic files created, sent, received by, or stored on, OAG information technology assets that are owned, leased, administered, or otherwise under the custody and control of the OAG are not private and may be accessed by OAG IT employees at any time without knowledge of the information technology asset user or owner. Electronic file content may be accessed by appropriate personnel, including, but not limited to, information security personnel, records management personnel and legal counsel.[viii]

3. Operational Security Controls

3.1. Risk Management Framework

The OAG employs a risk-based information security strategy, which provides a method to eliminate or mitigate identified risk to an organization in order to maximize the positive effects of information security activities while minimizing costs to the organization.

3.2. Risk Assessment

It is the responsibility of the CISO to regularly assess the risk to all OAG electronic data, systems, networks and information technology operations, and report the results of the assessment to OAG executive management and other appropriate personnel.

3.3. Asset Management

Management of OAG equipment including laptops, PDAs, and other IT equipment is an asset control and physical security issue and not within the scope of this Information Technology Security policy. For policy regarding those items, refer to the OAG's general Policies and Procedures as well as the Special High-Risk Items Policy.

3.4. Disaster Recovery & Business Continuity

The OAG is charged with providing a comprehensive disaster recovery plan and business continuity procedure for all essential Data Center and field operations. This activity will be supported in part by the Information Security Division (ISD).

3.5. Outsourced Data Center Operations & Security Responsibility

As a requirement of House Bill 1516 by the 79th Legislature, OAG information technology systems will be consolidated at the DIR Consolidated Data Centers (CDC).

While DIR and their contractor will supply much of the required services and activities to protect OAG data, systems and networks, the OAG still has responsibility for ensuring the safety of OAG data.[ix]

4. Personnel Security Policy

4.1. Statement of Responsibility

OAG personnel are required to sign a Statement of Responsibility acknowledging that they agree to comply with all applicable information security policies, protocols and procedures as set forth in the OAG Information Security Policy Manual. This statement of responsibility will remain a part of the employee's file.

4.2. Reporting of Security Incidents

A security incident is defined as an event which results, or may result in unauthorized access, loss, disclosure, modification, disruption, or destruction of information resources whether accidental or deliberate.[x]

Employees and all other users shall immediately report all actual or suspected security incidents to their Division Chief and the appropriate ISO. The ISO will promptly notify the CISO of the actual or suspected security incident. The CISO shall report any security incidents that affect critical systems and/or that could be propagated to other state systems outside the OAG to DIR within twenty-four hours.[xi]

4.3. Computer Security Incident Response Team (CSIRT)

The OAG Computer Security Incident Response Team (CSIRT) is responsible for the detection, triage, response, communication and management of all information security incidents. The CSIRT will:

- Provide a single point of contact at OAG for managing all reported OAG information resource electronic attacks, whether suspected or actual;
- Identify and analyze what has occurred, including impact and threat;
- Research and recommend solutions and mitigation strategies;
- Share response options, recommendations, incident information and lessons learned with appropriate entities; and
- Coordinate response efforts.

The CSIRT is comprised of three separate groups that include both permanent IT personnel certified in CSIRT operations, and ad hoc personnel based on the nature of the incident:

- Management Group:
  - Membership includes: CISO and the affected division's ISO and IT Director.
  - May include: IRM.
  - Responsibilities: Manage CSIRT operations (CISO), manage overall incident response, document activities, and produce appropriate reports. Also responsible to communicate internally to executive management.
- Technology Group:
  - Membership includes: Director of impacted network and Director of impacted infrastructure and/or application.
  - May include subject matter experts (SMEs) from specific disciplines.
  - Responsibilities: Analyze event, recommend possible courses of action, and coordinate selected response.
- Legal Group:
  - Membership includes: Attorney(s) from, or assigned by, the General Counsel Division, and the Records Management Officer.
  - May include: Law enforcement investigators.
  - Responsibilities: Produce draft of external communications; function as team's legal representative for guidance regarding evidence gathering and other possible legal issues and activities.

4.4. Information Security Violations

Violations of information security policy could result in a security breach. For this reason, violations of information security policy will be investigated by the appropriate IT personnel. If the violation is found to be deliberate in nature, an official Information Security Violation Report (ISVR) will be issued by the CISO, with an informational copy provided to the Records Management Officer. Additionally, such violations will be reported to the employee's Division Chief and the Human Resources Director for corrective action. Any corrective action involving

use of information technology resources must be documented and reviewed by the appropriate ISO and/or the CISO prior to implementation.

4.5. Acceptable Use of OAG Information Resources

State information resources will be used primarily for official State purposes. Software for browsing the Internet is provided to authorized users to conduct official State business. Compliance with this policy will be electronically monitored. Any personal use must be in accordance with the OAG's policy regarding the Unauthorized Use of Government Time, Property, Services, and Facilities.

Violations may result in disciplinary action, up to and including termination of employment. The unauthorized use of OAG Information Resources will be considered as a relevant factor in evaluating the performance of OAG employees.

4.6. Access to OAG Information Systems and Assets

Access to OAG information technology assets must be strictly controlled and monitored to provide users with only the minimum level of system access necessary to allow them to perform assigned business tasks. When access by the user requires the use of a password, or other security measure, those security measures must be kept confidential by the intended user. Remote access to OAG information systems and assets must be accomplished only through the use of an OAG-approved remote access software application.

4.7. User Identification

Except for public users of systems where such access is authorized by the CISO or other appropriate IT personnel, each system user shall be assigned a unique personal identifier or user identification (User ID) to allow system access.

4.8. Personal Software, Hardware and Modems

Personal software may not be loaded onto any OAG computer, nor may personally-owned hardware, including modems and wireless routers, be connected to OAG information systems. Any hardware or software required for a business purpose of the agency must be approved for use by the CISO and must be obtained through the appropriate ITS Division.

4.9. Security Awareness Program

The OAG will provide an ongoing Information Security Awareness training program to educate employees and all other personnel with access to OAG data and information systems about data security and the protection of OAG information resources. This training will include the establishment of security awareness and familiarization with OAG security policies and procedures through both New Employee Orientation and ongoing refresher training.

4.10. Warning Statements

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- Unauthorized use is prohibited.

- Usage may be subject to security testing and monitoring.
- Misuse may be subject to disciplinary action.
- No expectation of privacy is to be anticipated by the user.

4.11. Termination of Employment

Computer user identifications (User ID's) for employees that have voluntarily terminated employment with the OAG must be removed from the computer system immediately following termination. For involuntary terminations, the ID should be removed prior to, or at the same time the employee is notified of the termination in order to protect OAG data and information resources.

4.12. Automatic Suspension / Deletion of User ID's

Mainframe, LAN and Remote Access User ID's will be monitored for usage to protect system security, and any unused user ID's will be subject to automatic suspension after 30 days, and deletion after 60 days without notice to the user, unless an exception has been approved in accordance with this policy.

4.13. Positions of Special Trust

The CISO will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities. These include, but are not limited to:

- Network and system administrators;
- Users with access to information systems that process or contain federal tax information;
- Users with access to child support systems and data that may include federal tax information;
- Users with access to financial and accounting systems or networks;
- Any user with agency-wide access to data and information systems; and
- Any user required to undergo a background check as a prerequisite to employment or grant of system access.

5. Technical Security Controls

5.1. System Security Policy

The following policies cover specific issues as they relate to the security of information systems and data within the OAG, and are governed by the procedures outlined in the OAG Information Security Procedures Manual.

5.2. System Administrators

System administrators are responsible for adding, removing or modifying user accounts as employees change roles within the agency. This activity must be accomplished in a timely manner to ensure only authorized personnel have access to OAG systems and information. Changes to user accounts may be subject to independent audit review.

5.3. System Developers

All production software development and software maintenance activities performed by in-house staff must adhere to agency security policies, standards, procedures, and other systems development conventions including appropriate testing, training and documentation.

5.4. Information Asset Protection

OAG data and information technology assets will be protected from unauthorized access, use, modification or destruction through the deployment of protective measures. The design, acquisition and use of all protective measures must be reviewed with the appropriate ISO and approved by the CISO.

5.5. Vendor Access to OAG Systems

Access to OAG systems and data by vendors (including contractors, sub-contractors, auditors, consultants or agents) must be appropriately controlled depending on the work to be performed, sensitivity levels of the data involved, work location, and other relevant considerations. All requests for vendor access must be coordinated with and approved by the appropriate IT department and CISO prior to access being granted.

5.6. Classification of Electronic Data and Assets

OAG electronic data and the information technology assets used to process, transmit, and store it should be assigned an appropriate classification level to assist in the proper safeguarding of the data. As higher classification levels require the agency to incur greater costs in order to safeguard data, care should be taken to accurately classify assets. Assets of varying classifications that are co-mingled in a single database or file system shall be classified at the highest level of the information contained in the data.

For the limited purposes of this policy, the OAG has two classifications of electronic data:

- **CONFIDENTIAL AND SENSITIVE** - This classification includes data that may be deemed confidential or protected by Texas or federal laws and/or administrative rules, and sensitive information, which if subject to a security breach, could compromise the agency's business functions or the privacy or security of agency employees, clients, or partners. Information in this category may only be provided to external parties in accordance with OAG policies and procedures.

- **UNCLASSIFIED** - This refers to all data that does not meet the requirements for CONFIDENTIAL AND SENSITIVE as described herein, as designated by the originating source of the data and/or the originator of any derivative data with guidance from 1 TAC § 202.1(3); DIR Classification Guidance, and any other applicable regulation or law.

- The default classification for all electronic data is CONFIDENTIAL AND SENSITIVE.

5.7. Data Destruction

OAG data should only be destroyed in accordance with the applicable records retention schedule, or upon the receipt of proper authorization from the State Library and Archives Commission. OAG data contained on magnetic or optical media must be removed from the media prior to the media being transferred out of the control of the authorized user, or the media must be physically destroyed in accordance with the appropriate document destruction guidelines applicable to that information.

5.8. Configuration Management

Configuration management (CM) is the process of managing the effects of changes or differences in configurations of an information system or network through the implementation of strict protocols and testing in order to reduce the risk of changes resulting in a compromise to data security, confidentiality, integrity, or availability. All systems will be configured and maintained only in accordance with approved IT and Information Security configuration management (CM) guidelines.

5.9. Change Management

Change management refers to the safeguards and procedures established for making modifications to OAG systems and networks. All such modifications must be processed through the appropriate change control procedure, with any OAG systems residing at a Consolidated Data Center (CDC) additionally being subject to the DIR and its contractor change management process.

5.10. Data Integrity

Data integrity refers to ensuring that data remains complete and unchanged during the course of any electronic processing, transfer, storage, or retrieval. To promote data integrity, individual users of OAG information resources must follow data integrity procedures applicable to their level of user access to OAG data, and take adequate precautions to safeguard against the loss of OAG data, including but not limited to:

- Performing regular backups of OAG data as may be appropriate;
- Taking physical and procedural safeguards to avoid the accidental loss, destruction or unauthorized modification of OAG data;
- Ensuring proper and routine use of virus protection software/anti-malware; and
- Coordinating with and seeking assistance from IT personnel as may be appropriate to safeguard OAG data.

5.11. Voice/Phone Mail

The OAG's voice or phone mail systems use agency information resources. Accordingly, each user is responsible for ensuring that use of these services is in compliance with applicable law, policy and procedures. All requests for changes, modifications, or termination of voicemail services must be initiated through the ITS Division.

5.12. E-Mail

Electronic mail (e-mail) is a form of communication that uses agency information resources. All use of e-mail must be in accordance with OAG policies and procedures regarding the use of information resources.

Upon the OAG's implementation of an agency-approved email encryption process, employees may not send CONFIDENTIAL AND SENSITIVE OAG data in the body of an email or as an email attachment across unsecured connections such as the Internet, unless it is encrypted using a process approved by ITS Division and the CISO.

5.13. Wireless Systems

Wireless networks or routers may not be used without the prior authorization of the IRM and the CISO. All wireless connectivity (Wi-Fi) to OAG networks must be in accordance with current IT architectural direction, the Information Security Policy, and OAG policies and procedures relating to the use of mobile telecommunications devices.

5.14. Copyright

Generally, the reproduction of copyrighted information is a violation of federal law. Therefore, OAG information resources should not be used to reproduce copyrighted information. Unauthorized copies of software shall not be loaded or executed on OAG information technology assets. Regular audits will be conducted to search for unauthorized software installed on machines.

5.15. Personal Software, Shareware and Freeware

Personal software, shareware and freeware may not be loaded or otherwise used on OAG systems unless there is a business necessity for the use of such programs, and their installation and use is specifically approved by the IRM and the CISO.

5.16. Data Encryption

All OAG laptops must have encrypted hard drives to safeguard data in the event the device is lost or stolen. Those divisions who choose to employ data encryption for transmission or storage of CONFIDENTIAL AND SENSITIVE data shall adopt the 256 bit Advanced Encryption Standard (AES), or 128 bit Single Sockets Layer (SSL/TLS) as a minimum. No encryption will be used without the prior approval of the IRM and the CISO.

5.17. Portable and Mobile Devices

All laptops and other mobile telecommunications devices (PDAs, Network capable Cell Phones, BlackBerry's, etc.) must be approved for use and supplied by the appropriate ITS Division. Only OAG laptops installed with full-disk encryption, anti-malware safeguards, and secure connectivity are authorized for use with OAG data and networks.

5.18. Malware Protection Software

All workstations and laptops must use approved malware protection software and configurations, regardless of whether they are connected to OAG networks or are used as a standalone device. Additionally, each file server attached to the OAG network and each e-mail gateway must utilize

OAG IT-approved e-mail malware protection software and/or hardware. Users shall not alter, disable, bypass, or adjust any settings or configurations for OAG malware protection software in any manner.

5.19. Intrusion Detection

Intrusion detection techniques will be deployed wherever possible in order to safeguard against unauthorized attempts to access, manipulate, or disable OAG networks. Intrusion detection activities may be conducted only by specially-trained personnel within the OAG's Information Security Division using techniques approved by the CISO.

5.20. Internal Electronic Investigations

All internal electronic investigations must be authorized by, and conducted under the supervision of, the CISO unless otherwise approved by the First Assistant Attorney General. No other investigation is authorized on OAG systems or networks. Any unauthorized electronic investigation or monitoring discovered on OAG systems or networks will be reviewed by the Information Security Division and may result in disciplinary action up to and including termination of employment.

5.21. Screen Savers

To reduce the likelihood of unauthorized access to OAG data, systems and networks, all OAG workstations, including laptop computers, must be configured to activate password-protected screensavers after no more than fifteen minutes of user inactivity. An employee should not leave his or her workstation unless the password-protected screensaver has been activated or, if possible, the workstation has been secured by a locked door.

5.22. User Passwords

Systems that use passwords shall follow the standards on password usage prescribed by DIR. This document specifies minimum criteria and provides guidance for selecting additional password security criteria. Disclosure of an individual's password or use of an unauthorized password or access device may result in disciplinary action up to and including termination of employment.

5.23. Administrator Passwords

All system administrators will maintain and use both a standard user password and a system administrator password ("super user" password). The system administrator password will be used only for system administrator activities. All common applications and system activities (email, calendar, etc.) must be accessed by the system administrator only with their standard user password.

5.24. System Log On & Re-Boot

All OAG workstations, including laptop computers, must be connected to the OAG network at least once weekly in order to receive appropriate application updates and security patches. Additionally, all systems must be re-booted (shut down and restarted) at least once a week to ensure these updates and patches are installed appropriately.

5.25. System Settings

All OAG systems are specifically configured to ensure that users have the appropriate ability to perform assigned tasks. Users shall not modify, change or attempt to change any system settings. If additional user access, permissions or system setting changes are required, then a request for the modification must be approved by the user's manager and submitted to the appropriate IT Division for handling.

5.26. Control of Peripherals

A peripheral device is any device attached to a computer in order to expand its functionality, such as USB flash drives, CD burners, or PCMCIA card slots. The ability to use peripheral devices may be controlled on some OAG systems; users are not authorized and should not attempt to change control settings in order to use peripheral devices on these systems. Adding or deleting peripherals on these systems may only be accomplished by IT personnel.

5.27. Security Breaches

A security breach is defined as any event which results in loss, disclosure, unauthorized modification, or destruction of information resources. Users shall immediately report all actual or suspected security breaches to their Division Chief and the ISO responsible for their division. The responsible ISO will promptly report the suspected or actual security breach to the CISO. Depending on the nature of the information involved, additional procedures may be required in accordance with the Sensitive Personal Information Privacy Policy.

5.28. Dial-up Access

For dial-up access to OAG systems other than access authorized for the public, information security protocols shall be employed to positively and uniquely identify authorized users and authenticate user access to the requested system. All modems used for dial-up access to OAG systems must be authorized by the IRM and CISO.

5.29. Purchasing/Development Pre-Approval

All OAG purchases, acquisitions, or developments of information technology services, equipment or software must be reviewed and pre-approved by the appropriate ISO, and the IRM, in consultation with the CISO, to determine whether the purchase may negatively impact OAG information technology security. All purchases of information technology security products, or products with information technology security functionality or impact, must be approved by the IRM and either the A&L and/or CS ISO or CISO prior to the issuance of a purchase order.

5.30. Contract Security Provisions

All third-party contracts must contain appropriate language to ensure the security of OAG information to which the third-party may have access, even if such access is limited to encrypted data. This language must state in clear and unambiguous terms the security requirements placed on the third-party involved, and their responsibilities for security under the contract. It must also clearly state OAG's authority to audit their security procedures for appropriateness during the length of the contract.[xii]

All contracts to which the OAG is a party and that affect OAG information technology security must be reviewed and approved by the CISO prior to execution in order to ensure that appropriate security controls are included.

5.31. System Development, Acquisition and Testing

Data and network security requirements must be considered and addressed in all phases of the development or acquisition of new information processing systems. Before being placed into use, all new systems must be properly tested in order to ensure compatibility with OAG information systems and the OAG computing environment. During system testing, test functions shall be kept either physically or logically separate from production functions in order to safeguard OAG data and information systems.

6. Exception, Waiver and Modification

6.1. Waivers and Exceptions

Waivers and exceptions to the existing information security policies and procedures are strongly discouraged because they may pose an unacceptable risk to protected OAG data and systems. Prior to implementation, all exceptions or waivers of existing security policies or procedures must be reviewed by appropriate information technology security and IT personnel, approved by the CISO, and reported to the Records Management Officer.

- A waiver is a variance of a control standard that is limited to a specific period of time and to a specific system in order to allow IT personnel to perform an approved change or modification to OAG systems.

- An exception is an indefinite variance from a control standard supported by a valid and ongoing business justification.

6.2. Modification or Significant Changes to Procedures

All changes in the procedures to protect OAG IT systems and data must be reviewed by appropriate IT personnel and approved by the A&L ISO and/or CS ISO as appropriate and the CISO prior to implementation. If immediate changes to procedures are required to meet an emergency situation, A&L and/or CS ISO, CISO and the Records Management Officer must be informed as soon as possible thereafter.

6.3. Executive Management Waiver

Not withstanding any provisions to the contrary contained herein, waivers, exceptions and modifications to the information security policies and procedures may be authorized in writing at the discretion of the First Assistant Attorney General.

7. Document Acceptance and Release Notice

This is Version **3.0** of the **OAG Information Security Technology Security Policy Manual.**

The OAG Information Security Technology Security Policy Manual is a managed document. Changes will be issued only as a complete replacement document. Recipients should remove superseded versions from circulation. This document is authorized for release after all signatures have been obtained.

Please submit all requests for changes to the owner/author of this document.

OWNER: _____DATE: February 12, 2009
Dr. Walt H. Foultz, Chief Information Security Officer

SPONSOR: _____DATE: February 12, 2009
Gary Buonacorsi, Information Resource Manager

8. References

[i] Tex. Gov't Code § 2054.003(7).

[ii] 1 TAC §202.20.

[iii] 1 TAC § 202.1

[iv] 1 TAC § 202.21.

[v] 1 TAC § 202.21.

[vi] 1 TAC § 202.21.

[vii] 1 TAC § 202.27.

[viii] *See generally*, 1 TAC Chapter 202.

[ix] 1 TAC § 202.21.

[x] 1 TAC § 202.1.

[xi] 1 TAC §202.26.

[xii] 1 TAC §202.25(6)(B).

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Signature Request Form

Please route form in accordance with signature approval list below.

Date: February 12, 2009

Policy name: Information Technology Security Policy Manual

(Description of Attachment)
Security policy for all OAG "information resources" as such term is defined in Texas Government Code section 2054.003(7) that is used by or for the OAG, throughout its life cycle. This policy also applies to all users of OAG information assets and electronic data regardless of location.

Attachments: Information Technology Security Policy Manual (Version 3.0)

Prepared by ITS Division

Gary Bumgarner by email attached 2/12/09
Division Chief

February 12, 2009
Date

PLEASE FORWARD BY *DATE*

✓ Approved __Approved with Comments/Edits __Not Approved

Vers. 3.0 ✓

[signature]
General Counsel Division

2/12/09
Date

04142008 v3.0

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

PLEASE FORWARD BY *DATE*

✓Approved __Approved with Comments/Edits __Not Approved

Version 3.0

Jonathan F. Zuba
Deputy Attorney General for Legal Counsel

2/12/2009
Date

PLEASE FORWARD BY *DATE*

✓Approved __Approved with Comments/Edits __Not Approved

Deputy for Administration

2/13/09
Date

__Approved __Approved with Comments/Edits __Not Approved

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

First Assistant Attorney General

Date 2/13/09

STATEMENT OF RESPONSIBILITY

_____ Name

_____ Position

_____ Agency, Division, or Company

_____ Social Security Number

In general, all information that is used in or by the Office of the Attorney General is to be disseminated on a "need-to-know" basis. Confidential information is to be held in the strictest confidence and may not be disclosed except as provided in the Attorney General's disclosure policy. Sensitive information may only be created, modified, or deleted by authorized personnel. Special provisions must be made for the preservation of essential information.

Any computer system passwords I receive or devise are confidential. They are not to be disclosed to anyone! I am responsible for all computer transactions performed by my identification code (ID) which is authenticated by my password(s).

My failure to comply with the security policies of the agency may result in disciplinary action including termination of employment. Failure to observe the above conditions or any attempt to circumvent the computer security by using or attempting to use any transaction, software, files, resources, or password that I am not authorized to use may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02, and that such an offense is a Class A Misdemeanor. Similar federal statutes may also be applicable.

Copyrighted material, including but not limited to commercial computer software, which maybe made available to me for use by the Office of the Attorney General is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright.

(Continued on next page)
This document is not part of the preceding policy document but is required by that policy document to be signed and placed in your employee records. Signature lines appear on the next page.

State-owned information resources, including but not limited to data processing and related equipment, but not including telephones (covered under separate policy), are to be used only for official state purposes. I will not review or modify information that is outside the scope of my current job assignment.

The use or installation of any software or hardware not owned by the Office of the Attorney General is expressly forbidden unless explicitly authorized in writing. In the event that authorization is granted, installation of such software or the connection of such hardware is to be performed by authorized employees of the Office of the Attorney General.

By signing this statement I certify that I

- agree to abide by all written conditions imposed by the Office of the Attorney General as regards information security;
- understand my above-mentioned responsibilities;
- have received information security training; and
- have received, read, and understood the Employee's Information Security Manual.

SIGNATURE _____ DATE_____

NOTICE: The user statement of responsibilities form is not the beginning of a negotiation with the user. It is a statement by the user that he/she has been trained and therefore understands his/her responsibilities in the protection of OAG information assets. This form is **not** modifiable by the user. Any modifications by the user, other than providing the requested information, shall make the form null and void and shall be cause to discontinue said employees access to OAG information assets.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to $5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a $1000 fine or both, plus costs of prosecution. under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than $1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

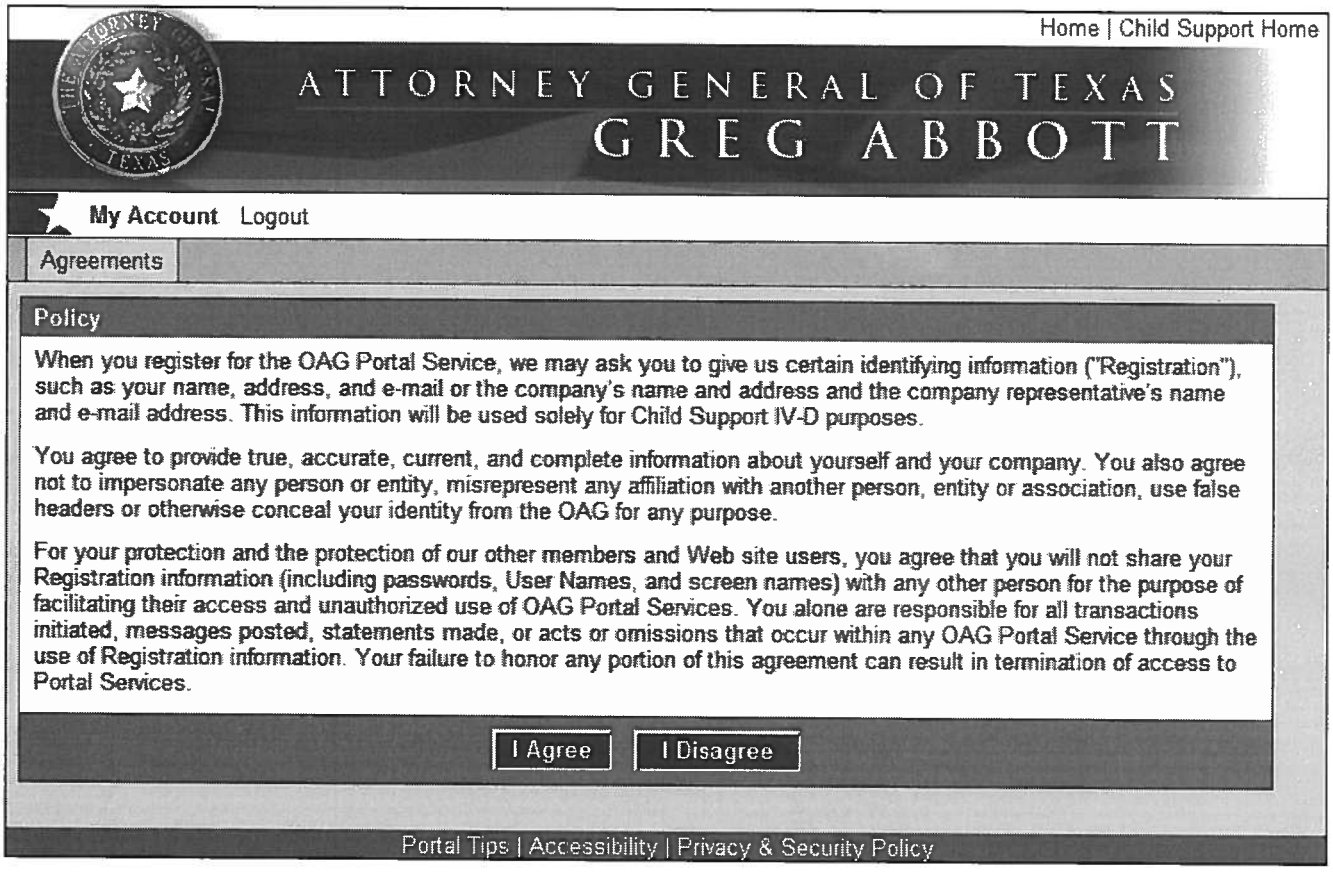
I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By agreeing to this statement I certify that I:

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

I Agree | I Disagree

ATTACHMENT C



Home | Child Support Home

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

My Account Logout

Agreements

Policy

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.

You agree to provide true, accurate, current, and complete information about yourself and your company. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

I Agree | I Disagree

Portal Tips | Accessibility | Privacy & Security Policy

ATTACHMENT D

Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

- **Mail:**
- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

- **FAX:**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

- **In Person (District Clerk Office or Domestic Relations Office):**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

- **Visit the local child support office** that is assigned to work the RO case and provide:
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FORM F

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD: September 1, 2010 to August 31, 2012

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____

Title

_____

Organization

ATTACHMENT F

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1. PERFORMANCE

#.1.1. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

#.1.2. All work will be done under the supervision of the contractor or the contractor's employees.

#.1.3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

#.1.4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

#.1.5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

#.1.6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

#.1.7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

#.1.8. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

#.1.9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

#.1.10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (NOTE TO DRAFTER: Include any additional safeguards that may be appropriate.)

#.2. CRIMINAL/CIVIL SANCTIONS

#.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

#.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

#.2.3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

#.3. INSPECTION

#.3.1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT G

_____ COUNTY

INCIDENT RESPONSE PLAN

Adopted _____, 2010

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Incident Containment 8
Incident Eradication 9

_____ County
Incident Response Plan

Overview

Pursuant to the 2009 SCR/LCS Contract # _____, § 6.4.1.1, this Incident Response Plan is designed to provide a general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities as appropriate.

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	• Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	• Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team • Complete Incident Identification form (Attachment One) and Incident Survey (Attachment Two) and forward to County CISO
Information Privacy Office	• Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	• Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Operating Systems Architecture	• Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Business Applications	• Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	• Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Complete Incident Eradication Form (Attachment Four) and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Walt Foultz	512-936-1320	walt.foultz@oag.state.tx.us
OAG SCR/LCS Contract Manager	Allen Broussard	512-460-6373	allen.broussard@cs.oag.state.tx.us

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer			
County SCR/LCS Contract Manager			
Information Technology Operations Center			
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			

Incident Identification

Date Updated: _____

General Information

Incident Detector's Information:

Name: _____
Title: _____
Phone: _____
Email: _____
Detector's Signature: _____

Date and Time Detected: _____
_____
Location Incident Detected From: _____
_____
Date Signed: _____

Incident Summary

Type of Incident Detected:

- Denial of Service
- Malicious Code
- Unauthorized Use
- Unauthorized Access
- Espionage
- Other _____
- Probe
- Hoax

Incident Location: _____

Site: _____

Site Point Of Contact: _____ _____

Phone: _____ _____

Email: _____

How was the Intellectual Property Detected: _____

_____

_____

_____

_____

_____

Additional Information: _____

_____

_____

_____

_____

Incident Survey

Date Updated: _____

Location(s) of affected systems: _____

Date and time incident handlers arrived at site: _____

Describe affected information system(s): _____

Is the affected system connected to a network? YES NO

Is the affected system connected to a modem? YES NO

Describe the physical security of the location of affected information systems (locks, security alarms, building access, etc.):

Incident Containment

Date Updated: _____

Isolate Affected Systems:

CISO approved removal from network? YES NO

If YES, date and time systems were removed: _____

If NO, state reason: _____

_____

_____

Backup Affected Systems:

Successful backup for all systems? YES NO

Name of person(s) performing backup: _____

_____

Date and time backups started: _____

Date and time backups complete: _____

Incident Eradication

Date Updated: _____

Name of person(s) performing forensics on systems:

_____

_____

_____

_____

_____

_____

Was the vulnerability identified: YES NO

Describe: _____

_____

_____

_____

_____

_____

Office of the Attorney General – Child Support Division **ATTACHMENT H**

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type		Media Title / Document Name
☐ HARD COPY	☐ ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)		
Dates of Records		

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization						
	☐	CLEAR	Who Completed?		Who Verified?	
	☐	PURGE	Phone		Phone	
	☐	DESTROY	DATE Completed			
Sanitization Method and/or Product Used						
Final Disposition of Media	☐	Reused Internally		☐	Destruction / Disposal	
	☐	Reused Externally		☐	Returned to Manufacturer	
	☐	Other:				

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:		
	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and have met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and are not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Kathleen.Donaho-Jaeger@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Kathleen Donaho-Jaeger, Information Security Officer 512-460-6021
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

Disaster Recovery Plan

DRP

Disaster Recovery Plan

Assigned to the following Organizational Units:

Information Technology Department

Assigned to the following Geographic Locations:

The County of Hidalgo, Texas

Printed on: 2/6/2008

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Plan Overview
Disaster Recovery Plan

2/6/2008

Report Description:
This report describes the plan's purpose, objectives, assumptions and strategies on which the plan is based.

Scope

In Hidalgo County, Texas the Chief Information Officer's role is to provide a centralized point of contact for all countywide information systems, infrastructure and application resources. The IT Department provides some level of support to all county departments and because all these resources are interconnected and interdependent, it is the IT Department's role to take the lead on any issue relating to technology and to facilitate any and all resources.

This is the Disaster Recovery Plan for applications, systems and appliances that are critical to the operation of the information technology resources on a county wide level. This plan also identifies departments that run separate yet critical applications and systems.

The County has IT policies in place, which mandate that any department that runs data servers or critical applications keep the application properly backed up and also develop a disaster recovery plan for these applications. Besides the countywide systems maintained by the IT Department and covered in this plan, the following departments maintain data systems:

County Auditor's Office (Appendix A)
SAGE Financial
Miscellaneous department specific applications

Head Start Agency (Appendix B)
Head Start MIS
Miscellaneous department specific applications

Urban County (Appendix C)
Urban County Finance Program
Miscellaneous department specific applications

Tax Assessor Collector (Appendix D)
Automated Tax Collection System
Miscellaneous department specific applications

Health and Human Services Department (Appendix E)
Client/Medical Records System
Miscellaneous department specific applications

Assumption

The Disaster Recovery Plan is built around a "Worst Case" scenario. The "Worst Case" scenario assumes an impact has occurred and access to primary operational facilities is not possible.

Purpose

The plan lists the critical applications, equipment and devices that are critical. It lists response teams, roles and responsibilities, key personnel contact information, task lists, equipment lists , dependencies and recovery time objectives (RTOs)

Plan Overview
Disaster Recovery Plan

2/6/2008

Objective

The primary objectives of the Recovery Plan are to provide a plan of action for Hidalgo County to:
- Identify and respond to the potential disaster through the appropriate contacts.
- Make a management decision whether the situation warrants a disaster declaration.
- Establish recovery procedures and operations of IT at a pre-determined Alternate Facility.
- Restore critical applications and data at a pre-determined Alternate Facility within 72 hours after the declaration of a disaster.

This Plan seeks to minimize:
- The number of decisions that must be made following an outage.
- The dependence on the participation of any specific person or group of people in the recovery process.
- The need to develop, test and debug new procedures, programs or systems during recovery.
- The exposure to Hidalgo County resulting from a disaster impacting their ability to perform their critical business functions.

Strategies Used

The primary and secondary strategies to be applied in the Application Recovery Plan are as follows:

Strategy One - Worst Case:

1. Upon "Disaster Declaration" notification, all Application Recovery Team members will be notified and assembled at a prespecified "Recovery Team" assembly location.
2. Review of critical application RTO and RPO requirements
3. Delegation to Application Recovery Team those task items to be completed based upon extent of impact and variables of situation.
4. Communication with all affected departmental business units, vendors, Command Center, etc.
5. On-going support to all affected departmental areas as long as required until full restoration back to normal operations.

Strategy Two - Application Failure:

1. Upon "Application Failure", work in conjunction with the IT Department to bring back on-line the "most critical" application first.
2. Assist departmental business functions affected by outage with review of data restores, record balancing, record reconciliation, etc

Report Description:

This report lists each task alphabetically with its subtasks. The task will still be listed even if it has no subtasks assigned.

Task ID TSK01
Description Electrical Grid
Task Name Power grid that supplies electricity for county IT distribution facilities.

Subtasks:

Seq #		
1	Electric Grid - Response	Response
2	Electric Grid - Response	Notify response team
3	Electric Grid - Response	Report to site
4	Electric Grid - Response	Contact facilities manager of issue (Buildings and Grounds Department/Daniel Flores 956-318-2646)
5	Electric Grid - Response	Assess damage and possiblity of recovery
6	Electric Grid - Response	Verify that alternate power is on
7	Electric Grid - Response	If alternate power is unavailable begin DRP procedures for affected applications
8	Electric Grid - Response	Begin recovery process
9	Electric Grid - Response	Obtain alternate hardware if necessary
10	Electric Grid - Response	Test application

Task ID TSK02
Description Internet, PRIs and Special Circuits
Task Name Communication lines for Network LAN/WAN

Subtasks:

Seq #		
1	Communicaton - Response	Response
2	Communicaton - Response	Notify response team
3	Communicaton - Response	Report to site
4	Communicaton - Response	Contact vendor of issue
5	Communicaton - Response	Assess damage and possibility of recovery
6	Communicaton - Response	Verify that alternate site is ready
7	Communicaton - Response	Route data to alternate site
8	Communicaton - Response	Begin recovery process
9	Communicaton - Response	Test equipment access to circuit
10	Communicaton - Response	Obtain alternate hardware if necessary
11	Communicaton - Response	Test equipment
12	Communicaton - Response	Bring equipment online

Task ID TSK03
Description Network LAN/WAN
Task Name This encompasses all countywide network and telecommunciation equipment, including routers, switches, firewalls, data circuits, servers and related applications. The network is designed to be modular and a specific site crash will not mean an entire system failure.

Subtasks:

Seq #		
1	Network - Response	Response
2	Network - Response	Notify response team
3	Network - Response	Report to site
4	Network - Response	Contact application vendor of issue
5	Network - Response	Participate in damage assessment
6	Network - Response	If at alternate site, route all data through working infrastructure
7	Network - Response	Verify/Test access to equipment and application
8	Network - Response	Assess damage and possibility of recovery
9	Network - Response	Begin recovery process
10	Network - Response	Obtain alternate hardware if necessary
11	Network - Response	Test equipment for readiness and accuracy
12	Network - Response	Test equipment access to network infrastructure
13	Network - Response	Bring equipment online

Task ID TSK04
Description Tyler Technologies Criminal Justice System (AbleTerm)
Task Name Countywide application, all main infrastructure and equipment hosted at a central site.

Subtasks:

Seq #		
1	Criminal Justice - Response	Response
2	Criminal Justice - Response	Notify response team
3	Criminal Justice - Response	Report to site for instructions
4	Criminal Justice - Response	Contact application vendor of issue.
5	Criminal Justice - Response	Participate in damage assessment
6	Criminal Justice - Response	Verify/Test access to equipment and application
7	Criminal Justice - Response	Assess damage and possibility of recovery
8	Criminal Justice - Response	Begin recovery process
9	Criminal Justice - Response	Obtain backup media from remote site
10	Criminal Justice - Response	Reload data to main or redundant server.
11	Criminal Justice - Response	Obtain alternate hardware if necessary
12	Criminal Justice - Response	Test data for readiness and accuracy
13	Criminal Justice - Response	Test Server access to network infrastrusture
14	Criminal Justice - Response	Bring application server online

Task ID TSK05
Description VOIP County Telephone System (ShoreTel)
Task Name Countywide telephone system, this system is designed in a modular architecture. All geographic sites are independent of each other, yet the system will pool all resources for countywide use. A failure at a site will not constitute a system wide collapse.

Subtasks:

Seq #		
1	Shoretel - Response	Response
2	Shoretel - Response	Notify response team
3	Shoretel - Response	Report to site
4	Shoretel - Response	Contact application vendor of issue
5	Shoretel - Response	Participate in damage assessment
6	Shoretel - Response	If at alternate site, route all telephone traffic thru working infrastructure
7	Shoretel - Response	Verify/Test access to equipment and application
8	Shoretel - Response	Assess damage and possiblity of recovery
9	Shoretel - Response	Begin recovery process
10	Shoretel - Response	Obtain backup media from remote site
11	Shoretel - Response	Obtain alternate hardware if necessary
12	Shoretel - Response	Test equipment for readiness and accuracy
13	Shoretel - Response	Test equipment access to network infrastructure
14	Shoretel - Response	Bring application server online

Task ID TSK06
Description SAGE Financial
Task Name This is the countywide financial system application. It hosts the Financial Administration, Human Resources/Payroll and Purchasing modules.

Subtasks:

Seq #		
1	Sage - Response	Response
2	Sage - Response	Notify response team
3	Refer to Auditor's Office Disaster Recovery Plan (Appendix A)	(Appendix A)

Task ID TSK07
Description DataNAS
Task Name Central data file server for the users of the county. All user work documents and application backup data is stored on these servers. Currently there are two of these servers.

Subtasks:

Seq #		
1	DataNAS - Response	Response
2	DataNAS - Response	Notify response team
3	DataNAS - Response	Report to site
4	DataNAS - Response	Contact application vendor of issue
5	DataNAS - Response	Participate in damage assessment
6	DataNAS - Response	Verify/Test access to equipment and application
7	DataNAS - Response	Assess damage and possiblity of recovery
8	DataNAS - Response	Begin recovery process
9	DataNAS - Response	Obtain backup media from remote site
10	DataNAS - Response	Obtain alternate hardware if necessary
11	DataNAS - Response	Test equipment for readiness and accuracy
12	DataNAS - Response	Test equipment access to network infrastructure
13	DataNAS - Response	Bring application server online

Task ID TSK08
Description Web Services
Task Name Countywide web servers and applications.

Subtasks:

Seq #		
1	Web - Response	Response
2	Web - Response	Notify response team
3	Web - Response	Contact application vendor of issue
4	Web - Response	Participate in damage assessment
5	Web - Response	Verify/Test access to equipment and application
6	Web - Response	Assess damage possibility and recovery
7	Web - Response	Begin recovery process
8	Web - Response	Obtain backup media from remote site
9	Web - Response	Obtain alternate hardware if necessary
10	Web - Response	Test equipment for readiness and accuracy
11	Web - Response	Test equipment access to network infrastructure
12	Web - Response	Bring application server online

Task ID TSK09
Description Email Services
Task Name Countywide email services

Subtasks:

Seq #		
1	Email - Response	Response
2	Email - Response	Notify response team
3	Email - Response	Contact application vendor of issue
4	Email - Response	Participate in damage assessment
5	Email - Response	Verify/Test access to equipment and application
6	Email - Response	Assess damage possibility and recovery
7	Email - Response	Begin recovery process
8	EMail - Response	Obtain backup media from remote site
9	Email - Response	Obtain alternate hardware if necessary
10	Email - Response	Test equipment for readiness and accuracy
11	Email - Response	Test equipment access to network infrastructure
12	Email - Response	Bring application server online

Task ID TSK10
Description BAAP
Task Name Budget Request Application is a stand alone client based application.

Subtasks:

Seq #		
1	BAAP - Response	Notify response team
2	BAAP - Response	Begin recovery process
3	BAAP - Response	Obtain backup media from remote site
4	BAAP - Response	Reload data on client
5	BAAP - Response	Test data for accuracy
6	BAAP - Response	Bring application online

Task ID TSK11
Description TAAP
Task Name Time and Attendance Application: Is a countywide application hosted off a central server. This application works in conjunction with the SAGE Financial application. A disruption in the SAGE application will directly affect TAAP.

Subtasks:

Seq #		
1	TAAP - Response	Response
2	TAAP - Response	Notify response team
3	TAAP - Response	Report to site
4	TAAP - Response	Contact application vendor of issue
5	TAAP - Response	Participate in damage assessment
6	TAAP - Response	Verify/Test access to equipment and application
7	TAAP - Response	Assess damage and possibility of recovery
8	TAAP - Response	Begin recovery process
9	TAAP - Response	Obtain backup media from remote site
10	TAAP - Response	Obtain alternate hardware if necessary
11	TAAP - Response	Test equipment for readiness and accuracy
12	TAAP - Response	Test peripheral equipment communication
13	TAAP - Response	Test equipment access to network infrastructure
14	TAAP - Response	Bring application server online

Task ID TSK12
Description Head Start Family Information System (HSFIS)
Task Name is a data collection system used to track all family and child information.

Subtasks:

Seq #		
1	HSFIS - Restoration	Response
2	HSFIS - Response	Notify response team
3	Refer to Head Start Program Disaster Recovery Plan (Appendix B)	(Appendix B)

Task ID TSK13
Description Urban County Finance Program
Task Name Urban County financial system application.

Subtasks:

Seq #		
1	Urban County - Response	Response
2	Urban County - Response	Notify response team
3	Refer to Urban County Disaster Recovery Plan (Appendix C)	(Appendix C)

Task ID TSK14
Description Automated Tax Collection System
Task Name Tax Collection System

Subtasks:

Seq #		
1	Tax - Response	Response
2	Tax - Response	Notify response team
3	Refer to Tax Office Standard Operation Procedure (Appendix D)	(Appendix D)

Task ID	TSK15
Description	Health Dept. Systems
Task Name	Health Department Medical/Client Record System - TWICES System (Client record system) - SDI System (Medical Billing System)

Subtasks:

Seq #		
1	Health - Response	Response
2	Health - Response	Notify response team
3	Refer to Health Department Disaster Recovery Plan (Appendix E)	(Appendix E)

Plan Personnel Contact Directory

Disaster Recovery Plan

2/6/2008

Report Description:
This report lists the numbers and email addresses for each person assigned to this plan organized by person name.

Employees:

Vivian Barrera	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6002
	Work Email	vivian@co.hidalgo.tx.us
	Cell Phone	956-566-9891
	Home Email	viv1372@yahoo.com
Juan Deleon	*Title*	Technician IV
	Work Phone	956-292-7010
	Work Phone Extension	6004
	Work Email	juan@co.hidalgo.tx.us
	Home Phone	956-207-9204
	Pager	956-268-0139
Ruben Flores	*Title*	Admin Asst I
	Work Phone	956-292-7010
	Work Phone Extension	6018
	Work Email	ruben.flores@co.hidalgo.tx.us
	Home Phone	956-605-8175
Carlos Garcia	*Title*	Technician V
	Work Phone	956-292-7010
	Work Phone Extension	6008
	Work Email	charlie@co.hidalgo.tx.us
	Home Phone	956-207-9397
	Pager	956-268-0149
Maria Gonzalez	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6013
	Work Email	maria.gonzalez@co.hidalgo.tx.us
	Cell Phone	956-650-9014
	Home Phone	956-650-9641
	Home Email	mgonz_7@yahoo.com
	Pager	956-286-0160
Charles Graham	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6010
	Work Email	charles.graham@co.hidalgo.tx.us
	Cell Phone	956-884-1138
	Pager	956-268-0236
Luis Izaguirre	*Title*	Technician I
	Work Phone	956-292-7010
	Work Phone Extension	6015
	Work Email	luis.izaguirre@co.hidalgo.tx.us
	Cell Phone	956-522-7112
	Home Phone	956-581-1216
	Home Email	lisag_79@hotmail.com
	Pager	956-268-0139

Employees:		
Edna Kirby	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6017
	Work Email	edna.kirby@co.hidalgo.tx.us
Lisette Parker	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6014
	Work Email	lisette.parker@co.hidalgo.tx.us
	Cell Phone	956-222-4988
	Home Email	lisette.parker@msn.com
	Pager	956-268-0144
Cruz Quintana	*Title*	Telecomm Manager
	Work Phone	956-292-7000
	Work Phone Extension	6006
	Work Email	cruz.quintana@co.hidalgo.tx.us
	Cell Phone	956-784-2062
	Home Phone	956-207-9941
	Pager	956-268-0151
Renan Ramirez	*Title*	Chief Information Officer
	Work Phone	956-292-7010
	Work Phone Extension	6011
	Work Email	renan@co.hidalgo.tx.us
	Cell Phone	956-457-0792
	Home Phone	956-289-7444
	Home Email	renanville@yahoo.com
	Pager	956-268-0111
Stan Ramos	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6005
	Work Email	stan.ramos@co.hidalgo.tx.us
	Cell Phone	956-454-5724
	Home Phone	956-383-0577
	Pager	956-268-0038
Oralia Regino	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6009
	Work Email	oralia.regino@co.hidalgo.tx.us
	Home Phone	956-618-3909
	Home Email	o_bermudez@yahoo.com
	Pager	956-268-0104
Mike Robledo	*Title*	Info System Admin
	Work Phone	956-292-7010
	Work Phone Extension	6012
	Work Email	mike@co.hidalgo.tx.us
	Pager	956-268-0067

Employees:		
Griselda Salazar	*Title*	Admin Asst II
	Work Phone	956-292-7010
	Work Phone Extension	6001
	Work Email	gris.salazar@co.hidalgo.tx.us
	Cell Phone	956-457-2356
	Home Phone	956-624-5126
	Home Email	grisslzr@yahoo.com
Carlos Trevino	*Title*	Multimedia Coordinator
	Work Phone	956-292-7010
	Work Phone Extension	6019
	Work Email	carlos.trevino@co.hidalgo.tx.us
	Cell Phone	714-809-4800
	Home Email	jcarlost@aol.com
	Pager	956-268-0014
Nazleth Vela	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6007
	Work Email	nazleth.vela@co.hidalgo.tx.us
	Pager	956-268-5591

Customer Reps:		
Hidalgo County Judge		
Juan D. Salinas	*Title*	Hidalgo County Judge
	Work Phone	956-318-2600
	Work Fax	956-318-2699
Commissioner Precinct 1		
Sylvia Handy	*Title*	Commissioner
	Work Phone	956-968-8733
	Work Fax	956-968-1417
Commissioner Precinct 2		
Hector 'Tito' Palacios	*Title*	Commissioner
	Work Phone	956-787-1891
	Work Fax	956-787-4683
Commissioner Precinct 3		
Joe M. Flores	*Title*	Commissioner
	Work Phone	956-585-2375
	Work Fax	956-585-2375
Commissioner Precinct 4		
Oscar Garza Jr.	*Title*	Commissioner
	Work Phone	956-383-3112
	Work Fax	956-381-5905

Customer Reps:		
Justice of the Peace - Pct.1		
Gilbert Saenz	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Jesus Morales	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Justice of the Peace - Pct.2		
Bobby Contreras	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Rosa Trevino	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Justice of the Peace - Pct. 3		
Luis Garza	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Ismael Ochoa	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Justice of the Peace - Pct. 4		
Charlie Espinoza	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Mary Alice Palacios	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Justice of the Peace - Pct. 5		
E. Speedy Jackson	*Title*	Judge
	Work Phone	956-262-3300
	Work Fax	956-262-4413
Constable - Pct. 1		
Celestino Avila Jr.	*Title*	Constable
	Work Phone	956-447-3775
	Work Fax	956-447-8614
Constable - Pct. 2		
Gilbert Alaniz	*Title*	Constable
	Work Phone	956-783-4664
	Work Fax	956-783-4664

Customer Reps:		
Constable - Pct. 3		
Lazaro Gallardo Jr.	*Title*	Constable
	Work Phone	956-581-6800
	Work Fax	956-519-4245
Constable - Pct. 4		
Andres 'Andy' Rios	*Title*	Constable
	Work Phone	956-383-8560
	Work Fax	956-383-8565
Constable - Pct. 5		
Eduardo 'Walo' Bazan	*Title*	Constable
	Work Phone	956-262-4200
	Work Fax	956-262-2919
County Court Law 1		
Rodolfo Gonzalez	*Title*	Judge
	Work Phone	956-318-2375
	Work Fax	956-318-2373
County Court Law 2		
Jaime Palacios	*Title*	Judge
	Work Phone	956-318-2380
	Work Fax	956-318-2384
County Court Law 4		
Fred Garza, Jr.	*Title*	Judge
	Work Phone	956-318-2390
	Work Fax	956-318-2396
County Court Law 5		
Arnaldo Cantu	*Title*	Judge
	Work Phone	956-318-2460
	Work Fax	956-318-2463
County Court Law 6		
Albert Garcia	*Title*	Judge
	Work Phone	956-289-7400
Criminal Auxiliary Court A		
Homer Salinas	*Title*	Judge
	Work Phone	956-289-7420
	Work Fax	956-289-7429
Criminal Auxiliary Court B		
Fidencio Guerra	*Title*	Judge
	Work Phone	956-318-2362

Customer Reps:		
Master Court 1		
J.M Ramirez	*Title*	Judge
	Work Phone	956-318-2398
	Work Fax	956-318-2455
Master Court 2		
Maria Socorro Leos	*Title*	Judge
	Work Phone	956-318-2452
	Work Fax	956-318-2454
Child Protective Court		
Ricardo Flores	*Title*	Judge
	Work Phone	956-318-2672
Juvenile Justice Court		
Maxine L. Longoria	*Title*	Judge
	Work Phone	956-381-0744
	Work Fax	956-381-0730
Adult Probation		
Joe Lopez	*Title*	Director
	Work Phone	956-661-4600
	Work Fax	956-661-4700
Auto License		
Arnaldo Morin	*Work Phone*	956-318-2158
	Work Fax	956-318-2191
Boot Camp		
Homer Salinas	*Title*	Judge
	Work Phone	956-380-3311
	Work Fax	956-380-3324
Budget Office		
Valde Guerra	*Title*	Budget Officer
	Work Phone	956-292-7025
	Work Fax	956-292-7034
Building and Grounds		
Daniel Flores	*Title*	Director
	Work Phone	956-318-2646
	Work Fax	956-318-2648
Auditor's Office		
Ray Eufracio	*Title*	County Auditor
	Work Phone	956-318-2511
	Work Fax	956-318-2577

Customer Reps:		
County Clerk		
Arturo Guajardo, Jr.	*Title*	County Clerk
	Work Phone	956-318-2100
	Work Fax	956-318-2105
Law Library		
Angie Z. Chapa	*Title*	Law Librarian
	Work Phone	956-318-2155
	Work Fax	956-381-4269
District Clerk		
Laura Hinojosa	*Title*	District Clerk
	Work Phone	956-318-2200
	Work Fax	956-318-2251
Drainage District		
Godfrey Garza, Jr.	*Title*	District Manager
	Work Phone	956-292-7080
	Work Fax	956-292-7089
Elections		
Teresa R. Navarro	*Title*	Elections Administrator
	Work Phone	956-318-2570
	Work Fax	956-318-2569
Fire Department		
Victor Fonseca, Jr.	*Title*	Fire Marshall
	Work Phone	956-318-2656
	Work Fax	956-318-2697
Human Resources/Civil Service		
Esther A. Cortez	*Title*	Director
	Work Phone	956-318-2660
	Work Fax	956-318-2669
Indigent Defense		
Isidro 'Sid' Sepulveda	*Title*	Director
	Work Phone	956-318-2367
	Work Fax	956-318-2893
Urban County		
Diana Serna	*Title*	Executive Director
	Work Phone	956-787-8127
Jaime Ortega	*Title*	Facility Coordinator
	Work Phone	956-787-8127
Maribel Lopez	*Title*	Network Coordinator
	Work Phone	956-787-8127
Nydia Vega	*Title*	Administrative Coordinator
	Work Phone	956-787-8127

Customer Reps:

Tax Office

Armando Barrera	*Title*	Tax Assessor Collector
	Work Phone	956-318-2157
Fernando Cantu	*Title*	Account Reports Specialist
	Work Phone	956-318-2157

Health Department

Eduardo Olivarez	*Title*	Chief Admin. Officer
Rigo Hinojosa		

Vendor Reps:

Total Technologies

John Mathis		
	Title	President
	Work Phone	281-448-7676
	Email	mmurphy@totaltec.com
Lee Warren		
	Work Phone	281-448-7676
Kelly Green		
	Work Phone	281-448-7676

Information Design, Inc.

John Green		
	Work Phone	303 792- 2990
Jim Grimm		
	Work Phone	303-792-2990

Calence

Cathi Whelan		
	Work Phone	512-691-2043

Lava Concepts

Technical Support		
	Work Phone	956-648-9559

County Information Resources Agency - CIRA

Gayle Latham		
	Work Phone	512-478-8753

Tyler Technologies

Dawson Tyler		
	Work Phone	469-585-8361

Vendor Reps:		
IPSwitch Technical Support	*Work Phone*	706-312-3500
Dell Customer Support	*Work Phone*	1800-981-3355
AT&T Customer Service	*Work Phone*	1800-332-4387
Reliant Energy Yesenia Zamarron	*Work Phone*	713-497-3082
Excel Meridian - Technical Support Technical Support	*Work Phone*	1800-995-1014

Report Description:
This report lists all the characteristics of every Application organized by application name.

Budget Application Program

Application Profile

Application ID	APP0000016
Application Name	Budget Application Program
Description	Budget Application Program (BAP)- Budget Preparation
Business Function	Budget Preparation
Application Type	Departmental
Application Owner	Oralia Regino (EMP0000004)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Window XP
Program Languages	Visual Basic for Applications
Desktop Data Storage	C:\Budget Backup\

Application Configuration

Backup Detail

Application Backup	Daily

Enterprise Recovery Information

Criminal Justice Information System (AbleTerm)

Application Profile

Application ID	APP0000002
Application Name	Criminal Justice Information System (AbleTerm)
Description	County wide application, all main infrastructure and equipment hosted at a central site.
Business Function	Criminal Tracking System
Application Type	Departmental
Application Owner	Vivian Barrera (EMP0000015)

Application Characteristics

Application Configuration

Backup Detail

Application Backup	Nightly - Data Center

Enterprise Recovery Information

DataNAS - 10.1.1.150

Application Profile

Application ID	APP0000019
Application Name	DataNAS - 10.1.1.150
Description	Network storage server for County Clerks.
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Tyler Technologies (VND0000007)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

IP Address/Range	10.1.1.150
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Application Backup	Daily
Backup Source Code	Nightly - Data Center
Backup Type	Raw Data
Media	Cartridge Tape
Backup Frequency	Daily Incremental, Weekly Full
Schedule	Yes

Enterprise Recovery Information

Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	24.00
RTO (Hours)	24.00

DataNAS - 10.1.1.200

Application Profile

Application ID	APP0000024
Application Name	DataNAS - 10.1.1.200
Description	Network storage server for Hidalgo County
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Stan Ramos (EMP0000005)
Vendor Org	Excel Meridian - Technical Support (VND0000013)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

License Req's	1CH40915
IP Address/Range	10.1.1.200
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Data Cartrige
Backup Frequency	Weekly Full
Schedule	Yes
Backup Password	Yes

Enterprise Recovery Information

Internal Vendor	Stan Ramos (EMP0000005)
RPO (Hours)	24.00
RTO (Hours)	24.00

Electrical Grid

Application Profile

Application ID	APP0000021
Application Name	Electrical Grid
Description	Power grid that supplies electricity for county IT distribution facilities.
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Head Start Family Information System

Application Profile

Application ID	APP0000023
Application Name	Head Start Family Information System
Description	is a data collection system used to track all family and child information
Application Type	Departmental

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

IMail - Services

Application Profile

Application ID	APP0000018
Application Name	IMail - Services
Description	Sharing of Calendar
Business Function	Email Services
Application Type	Enterprise
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	IPSwitch (VND0000008)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

License Req's	SL4-0000183154
Protocol Req's	TCP/IP, SMTP, POP
Port Req's	80, 110, 25, 443
IP Address/Range	68.88.107.134, 68.88.107.135
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	MS Internet Explorer, Outlook Express, Outlook

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Other

Enterprise Recovery Information

Internet, PRIs and Special Circuits

Application Profile

Application ID	APP0000020
Application Name	Internet, PRIs and Special Circuits
Description	Communication lines for Network LAN/WAN
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Network LAN/WAN

Application Profile

Application ID	APP0000015
Application Name	Network LAN/WAN
Description	Countywide network and telecommunication
Business Function	Provide access to network resources.
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Calence (VND0000001)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Cisco ISO
Program Languages	NA
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	NA
External File Requirements	NA

Application Configuration

Protocol Req's	All protocols
Port Req's	10/100 ports
IP Address/Range	10.100.101.1 -10.100.146.254
Known Bottlenecks	Users

Backup Detail

Backup Available	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Calence (VND0000001)
Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	4.00
RTO (Hours)	4.00

Sage Financial

Application Profile

Application ID	APP0000003
Application Name	Sage Financial
Description	The SAGE system is the county's financial application system.
Business Function	Financial System
Application Type	Departmental
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Source Code	Nightly - Data Center

Enterprise Recovery Information

External Vendor	Information Design, Inc. (VND0000003)

Time & Attendance Program

Application Profile

Application ID	APP0000014
Application Name	Time & Attendance Program
Description	Hidalgo County's Time and Attendance Program (TAAP)
Business Function	Time and Attendance
Application Type	Departmental
Application Owner	Charles Graham (EMP0000013)
Vendor Org	Lava Concepts (VND0000005)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Windows 2000
Program Languages	C Sharp
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes
Desktop Data Storage	40mb
External File Requirements	n/a

Application Configuration

Storage Req's	n/a
License Req's	n/a
Protocol Req's	tcp/ip
Port Req's	80
IP Address/Range	10.100.100.x
Data Sensitivity	Internal Use Only
Min. Client Req's	0
Encryption Req's	0
Third Party Req's	0

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Daily Full
Schedule	Yes

Enterprise Recovery Information

External Vendor	Lava Concepts (VND0000005)
Internal Vendor	Charles Graham (EMP0000013)
RPO (Hours)	12.00
RTO (Hours)	24.00

VOIP Telephone System (ShoreTel)

Application Profile

Application ID	APP0000001
Application Name	VOIP Telephone System (ShoreTel)
Description	Converged voice and data network county wide.
Business Function	County wide Telecom System
Application Type	Enterprise
Application Owner	Cruz Quintana (EMP0000009)
Vendor Org	Total Technologies (VND0000002)
BIA Last Updated	4/28/2007 12:00:00PM

Application Characteristics

Operating System	N/A
Program Languages	N/a
Location	Hidalgo County Courthouse (LOC0000001)
Internet Accessible	Yes

Application Configuration

Storage Req's	80 Gigs
Seats/Units	5
License Req's	Main, remotes, sites, phones, auxillary software
Protocol Req's	TCP/IP, UDP
Network Req's	10/100 Prioritized
Port Req's	random
IP Address/Range	10.2.1.2 - 10.2.1.25
Data Sensitivity	Internal Use Only
Known Bottlenecks	Core & WAN
Batch Processing	N/A

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Weekly Full
Automated Backups	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Total Technologies (VND0000002)
Internal Vendor	Cruz Quintana (EMP0000009)
RPO (Hours)	0.10
Priority Sequence	1

Web - Services

Application Profile

Application ID	APP0000012
Application Name	Web - Services
Description	County Websites & Judicial Search
Business Function	County Wide
Application Type	Departmental
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	Dell (VND0000009)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

Protocol Req's	TCP/IP
Port Req's	80, 443
IP Address/Range	68.88.107.133
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	Microsoft Internet Explorer

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive

Enterprise Recovery Information

Alternate Site in Plan Details
Disaster Recovery Plan

2/6/2008

Report Description:
This report lists all the characteristics of every Location record organized by its geography.

Country: United States
State/Province: Texas
City: Edinburg

Site Name: Administration Bldg Annex (KMart)

Location ID	LOC0000006
Address 1	2802 S. Closner Blvd.
Normal Function	Office Area
Work Area Recovery	✓
Data Center	✓
Ops Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Administration Bldg.

Location ID	LOC0000004
Address 1	100 E. Cano 2nd Floor
Normal Function	Office Area
Site Control	Public Access
Data Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Courthouse

Location ID	LOC0000001
Address 1	Hidalgo County Courthouse 1st Floor
Address 2	100 N. Closner Blvd.
Main Phone Number	956-292-7010
Room Or Area ID	IT Department
Normal Function	Network Ops Center
Site Control	Public Access
Number of Personnel	16
Site Contact	EXEC000001, Ramirez ,Renan
Work Area Recovery	✓
Command Control Center	✓
Data Center	✓
Non Data Storage	✓
Ops Center	✓
Digital Media Storage	✓
Additional Details	Main Network Ops

Core Component/Plan Specific Information

General Plan Segment

Country: United States
State/Province: Texas
City: Mission

Site Name: Commissioner PCT 3	
Location ID	LOC0000005
Address 1	724 North Breyfogle Road
Main Phone Number	956-585-4509
Normal Function	Network Ops Center
Site Control	Public Access
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Location #1

Core Component/Plan Specific Information

General Plan Segment

City: Weslaco

Site Name: Commissioner PCT 1	
Location ID	LOC0000003
Address 1	1902 Joe Stephens Ave.
Main Phone Number	956-968-8733
Normal Function	Network Ops Center
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Site #2

Core Component/Plan Specific Information

General Plan Segment

Report Description:
This report shows how people are organized to execute their plan (e.g.Teams. Positions on Teams, and who's assigned to fill each position, including employees, vendor and customer representatives.)

General Recovery

Network LAN/WAN Support Team

Coordinate the activities required to restore and recover the server systems, utility, application software and data at the Alternate Facility.

Team Leader

Network LAN/WAN Support Team - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Network LAN/WAN Support Team - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

Network LAN/WAN Support Team - Team Member

Carlos Garcia, Technician V

Juan Deleon, Technician IV

Cruz Quintana, Telecomm Manager

DataNAS Recovery Team

Central Data File servers for the users of the county

Team Leader

DataNAS - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

DataNAS - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

DataNAS - Team Member

Stan Ramos, Technician III

Carlos Garcia, Technician V

Criminal Justice Recovery Team

Criminal Justice System (AbleTerm)

Team Lead

Criminal Justice Recovery - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Criminal Justice Recovery - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

Criminal Justice Recovery - Team Member

Vivian Barrera, Technician II

Sage Financial

County wide financial system application

Sage Financial

County wide financial system application

Team Leader

Sage Financial - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Sage Financial - Team Leader Alternate

Charles Graham, Application Developer II

VOIP Telephone System (ShoreTel)

County wide telephone system, this system is designed in a modular architecture

Team Leader

Shoretel Recovery - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Shoretel Recovery - Team Leader Alternate

Stan Ramos, Technician III

Team Member

Shoretel Recovery - Team Member

Juan Deleon, Technician IV

Charles Graham, Application Developer II

TAAP

Time Attendance Application Program

Team Leader

TAAP - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

TAAP - Team Leader Alternate

Mike Robledo, Info System Admin

Team Member

TAAP - Team Member

Oralia Regino, Application Developer II

Charles Graham, Application Developer II

BAP

Budget Application Program

Team Leader

BAP - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

BAP - Team Leader Alternate

Mike Robledo, Info System Admin

BAP

Budget Application Program

Team Member

BAP - Team Member

Oralia Regino, Application Developer II

Charles Graham, Application Developer II

IMail - Services

County wide email services

Team Leader

Email - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Email - Team Leader Alternate

Carlos Garcia, Technician V

Web Services

County wide web servers and applications

Team Leader

Web Services - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Web Services - Team Leader Alternate

Carlos Garcia, Technician V

Internet, PRIs and Special Circuits

Communication lines for Network LAN/WAN

Team Leader

Internet, PRI - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Internet, PRI - Team Leader Alternate

Carlos Garcia, Technician V

Team Member

Internet, PRI - Team Member

Juan Deleon, Technician IV

Cruz Quintana, Telecomm Manager

Electrical Grid

Power Failure

Team Leader

Electrical Grid - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Electrical Grid - Team Leader Alternate

Daniel Flores, Building and Grounds

Electrical Grid

Power Failure

Team Member
Electrical Grid - Team Member
Carlos Garcia, Technician V

Urban County Finance Program

Finance system

Team Leader - Alt
Urban County - Facility Coordinator
Jaime Ortega, Urban County

Team Leader
Urban County - Recovery Manager
Diana Serna, Urban County

Team Member
Urban County - Network Coordinator
Maribel Lopez, Urban County

Team Administrator
Urban County - Administrative Coordinator
Nydia Vega, Urban County

Automated Tax Collection System

Tax Collection System

Team Leader
Tax - Team Leader
Armando Barrera, Tax Office

Team Leader - Alt
Tax - Team Leader Alternate
Fernando Cantu, Tax Office

Health Dept. Systems

Health Dept. Client/Medical Records System

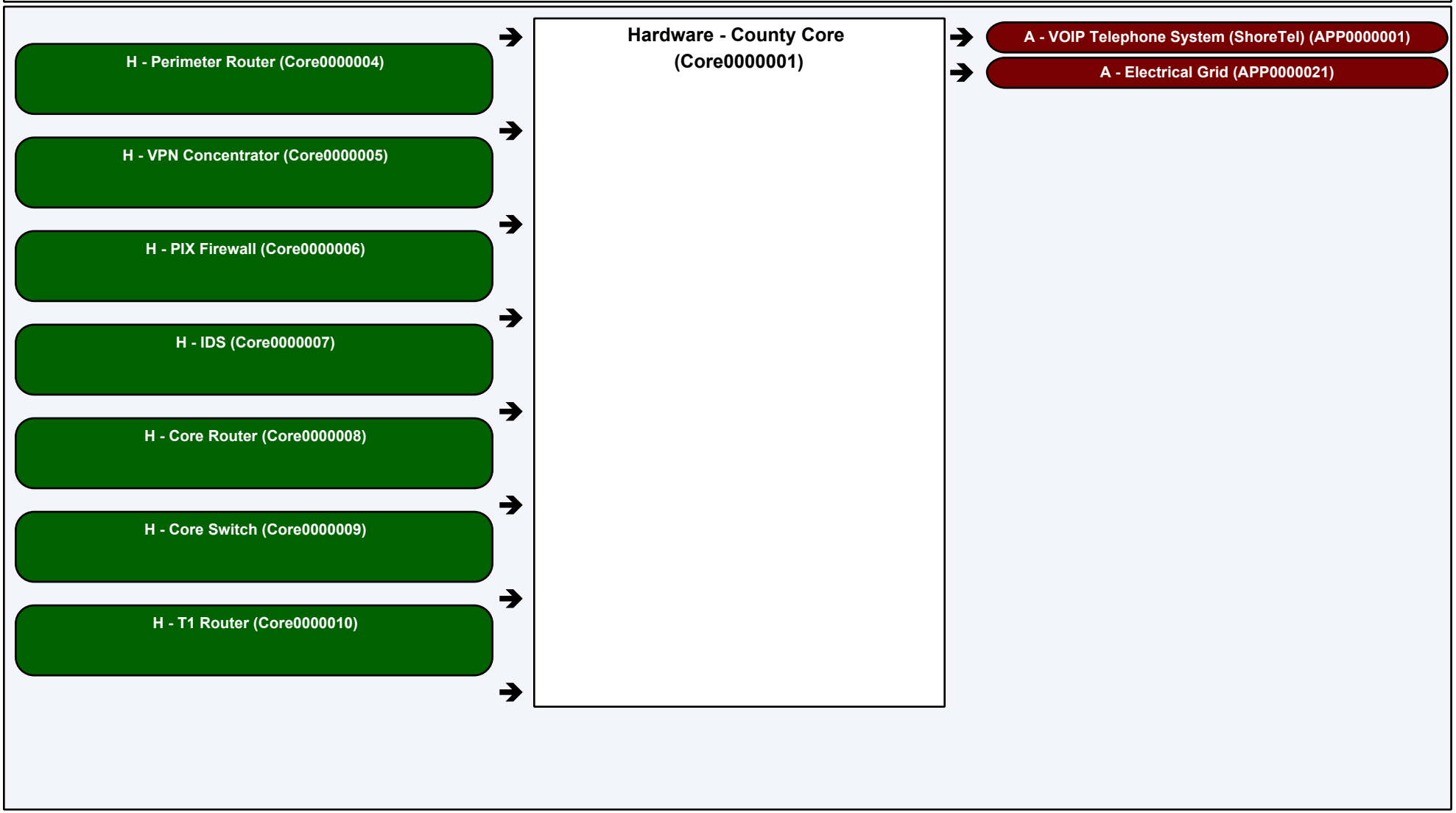
Team Leader
Health - Team Leader
Eduardo Olivarez, Health Department

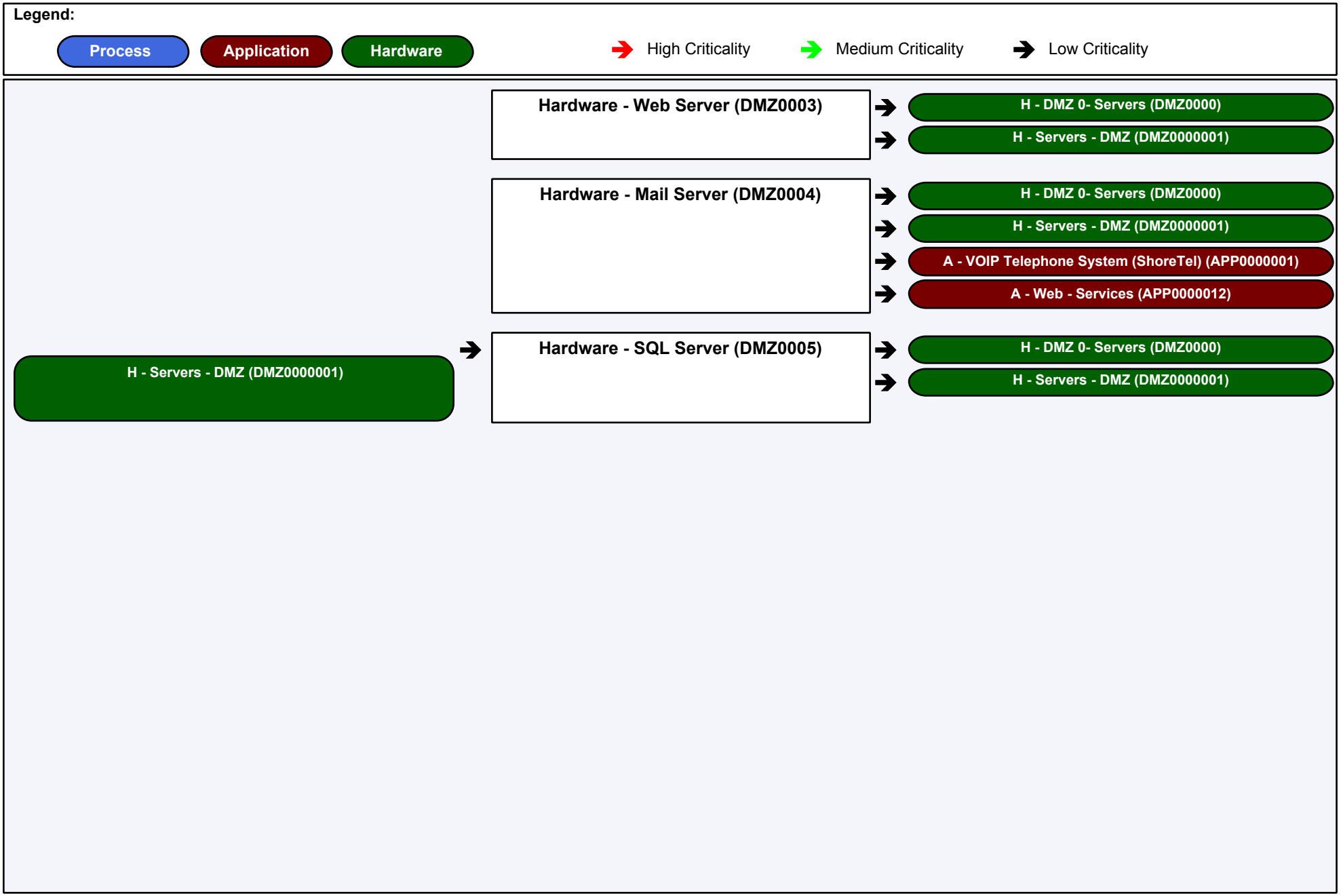
Team Leader Alt
Health - Team Leader Alternate
Rigo Hinojosa, Health Department

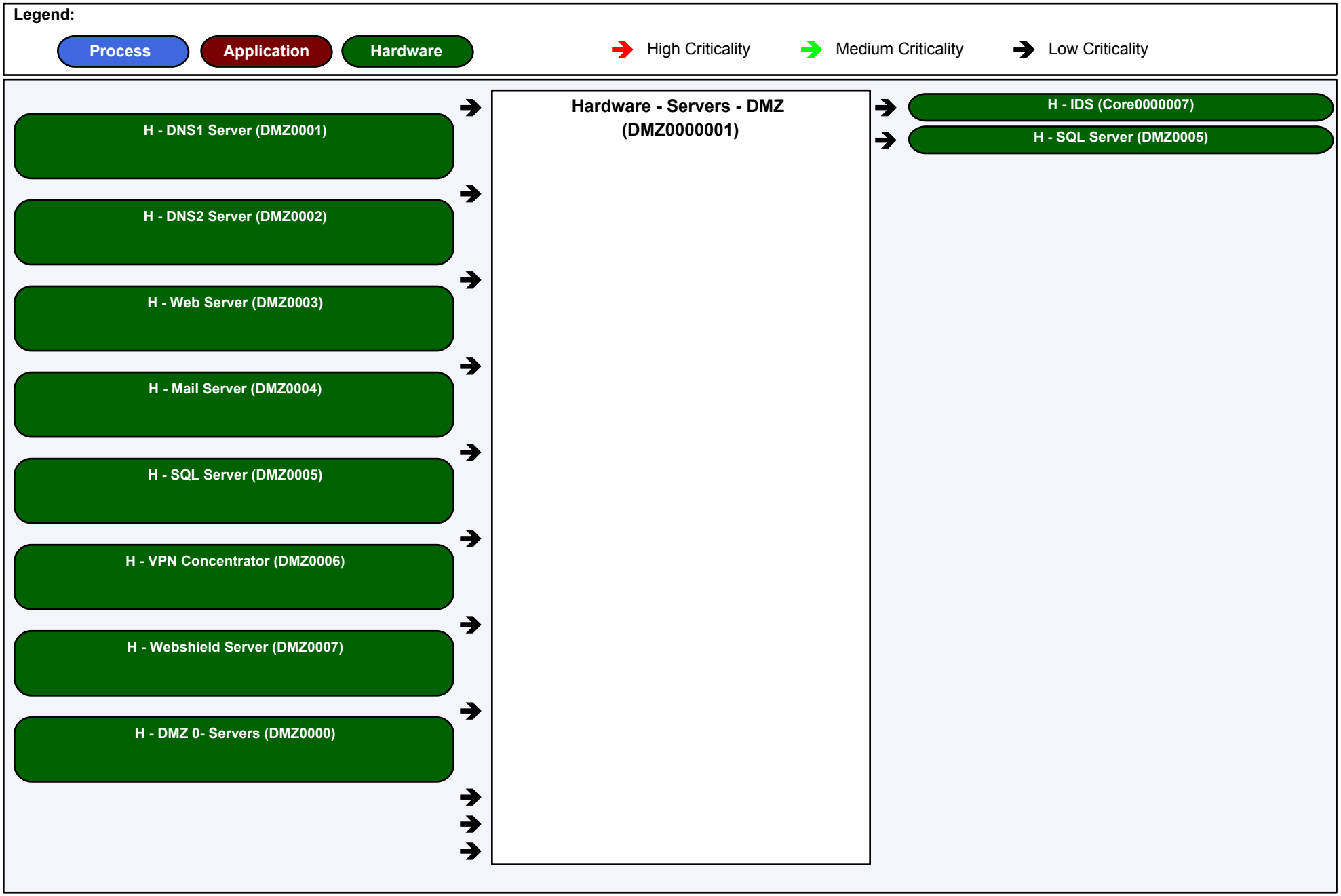
Report Description:
This report graphically depicts core components with up and downstream interdependencies.

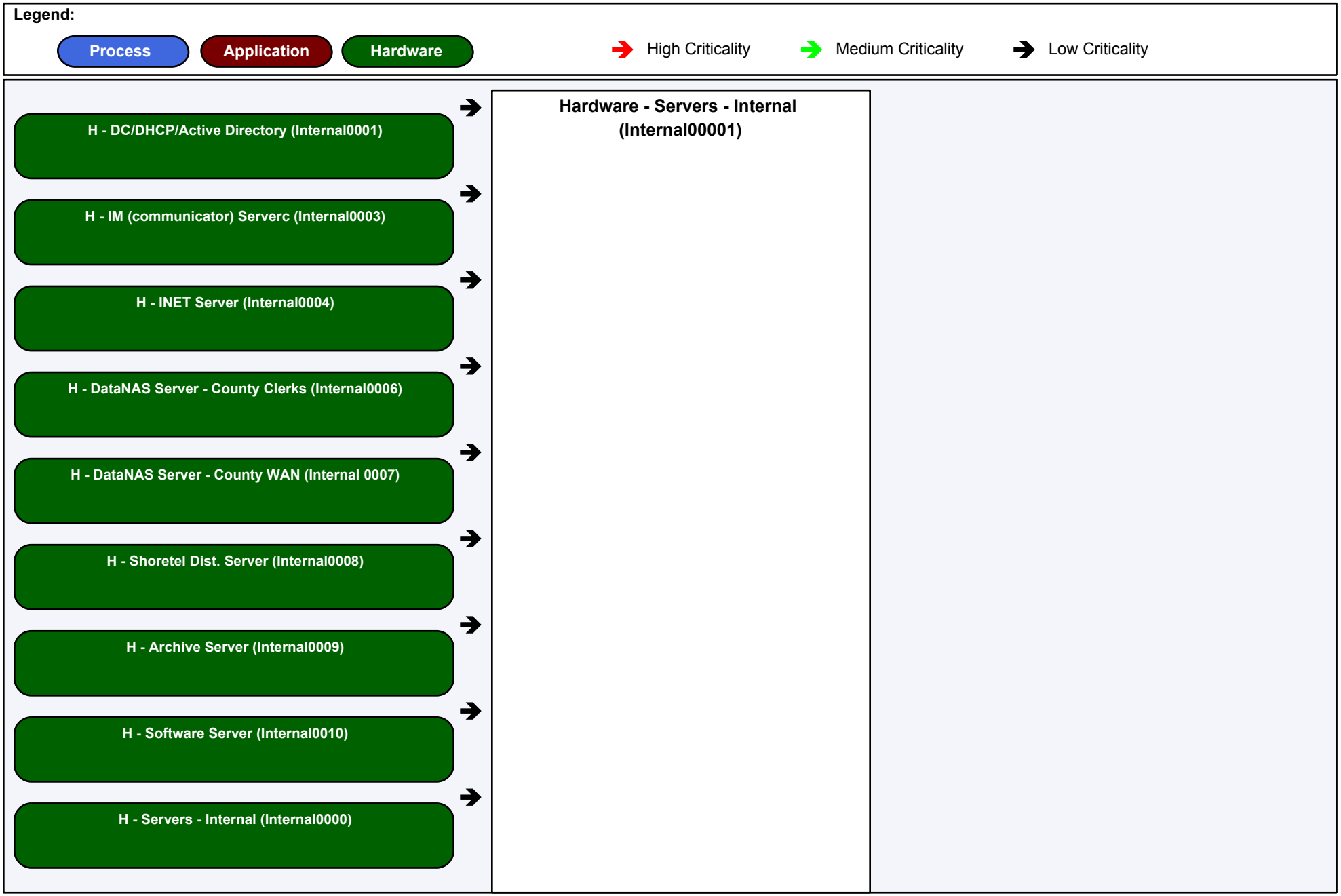
Legend:

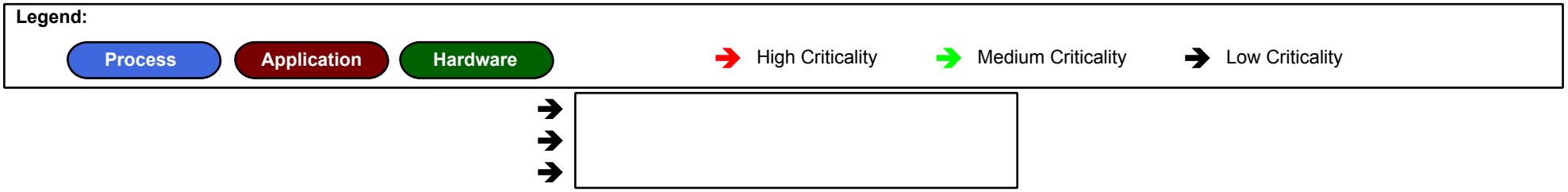
Process | Application | Hardware | High Criticality | Medium Criticality | Low Criticality

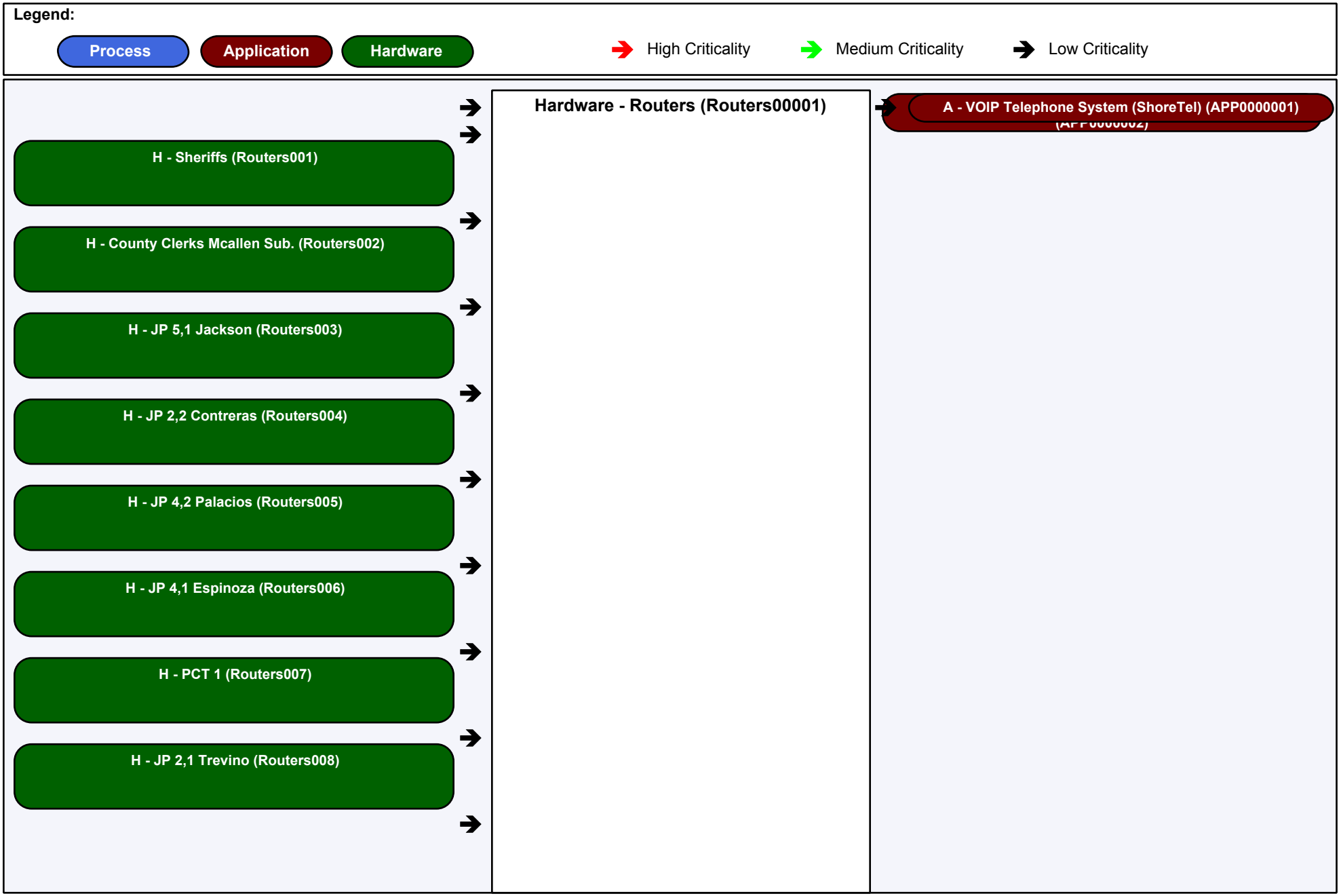


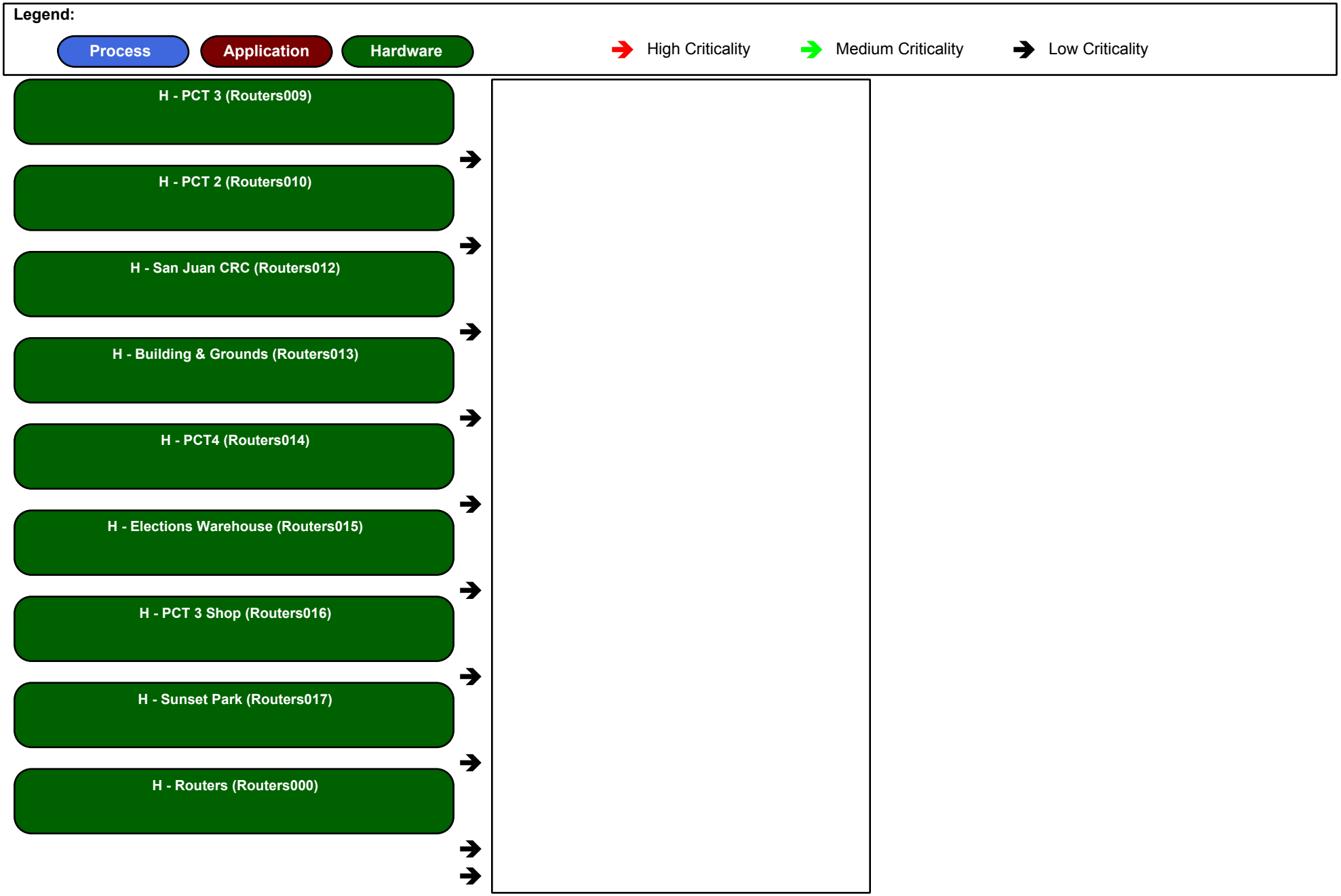

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
Hardware - Web Server (DMZ0003)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
Hardware - Mail Server (DMZ0004)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
Hardware - SQL Server (DMZ0005)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)

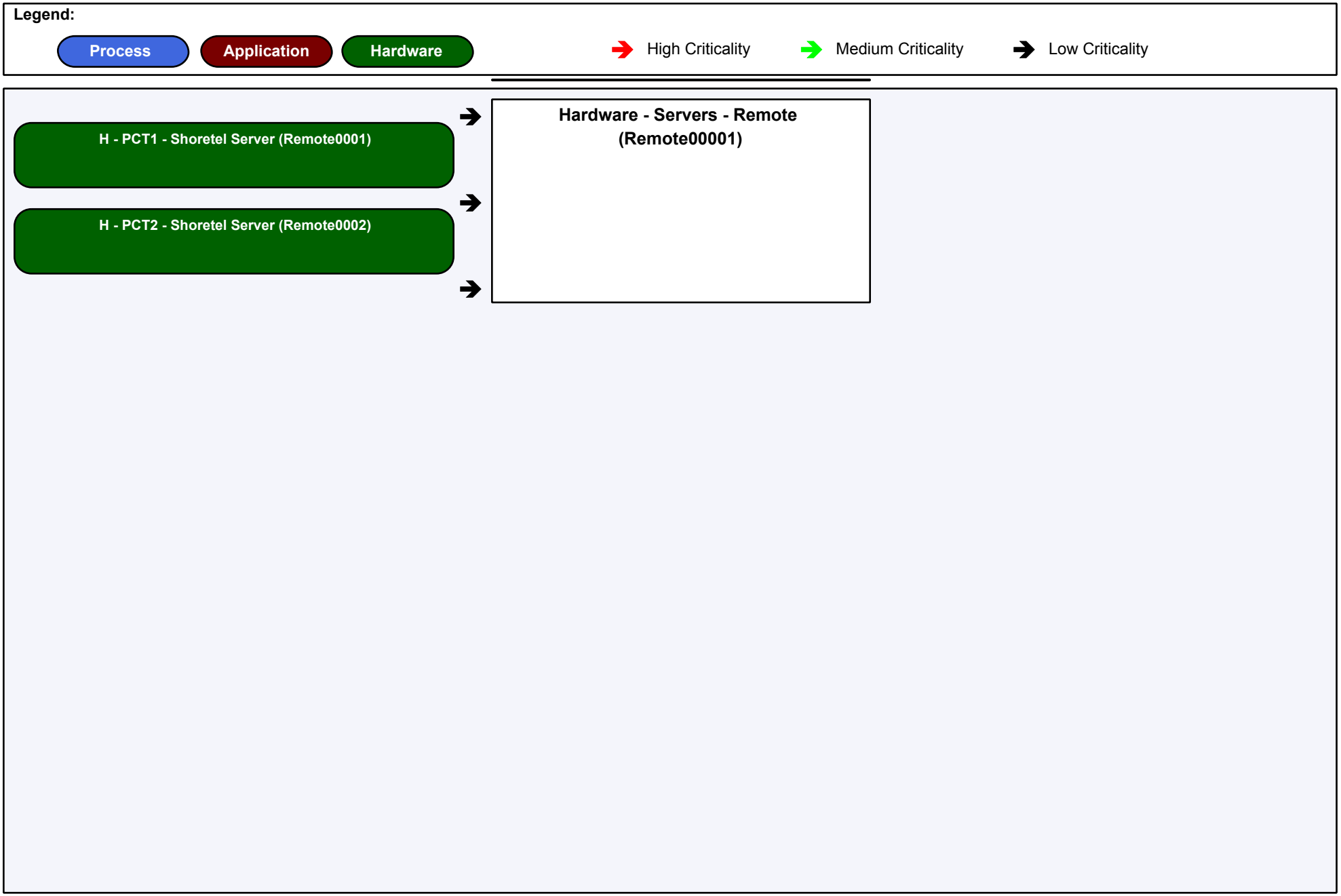

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
H - Web Server (DMZ0003)
H - Mail Server (DMZ0004)
H - SQL Server (DMZ0005)
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DMZ 0- Servers (DMZ0000)
Hardware - Servers - DMZ
(DMZ0000001)
H - IDS (Core0000007)
H - SQL Server (DMZ0005)

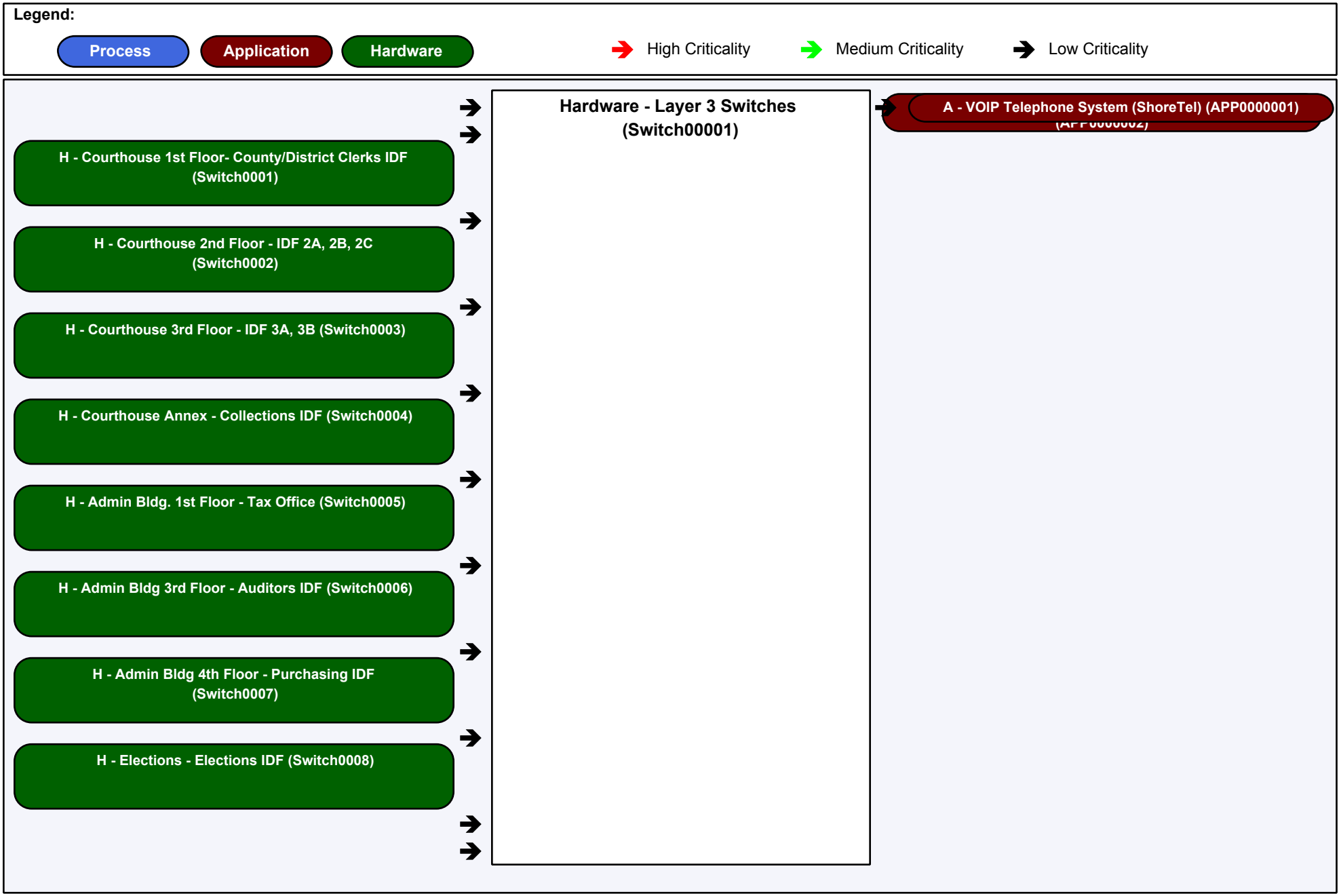

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - DataNAS Server - County Clerks (Internal0006)
H - DataNAS Server - County WAN (Internal 0007)
H - Shoretel Dist. Server (Internal0008)
H - Archive Server (Internal0009)
H - Software Server (Internal0010)
H - Servers - Internal (Internal0000)
Hardware - Servers - Internal (Internal00001)

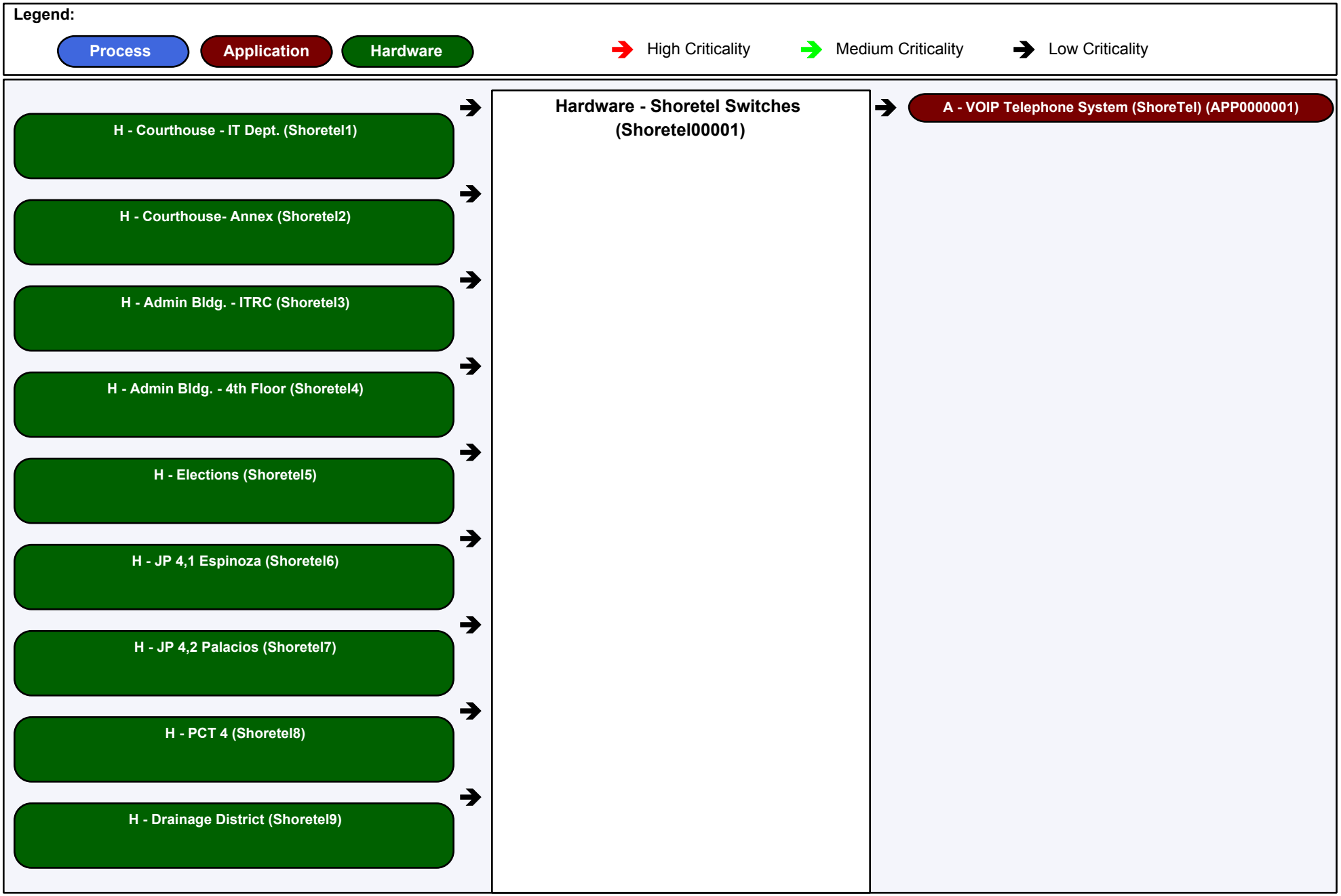

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality

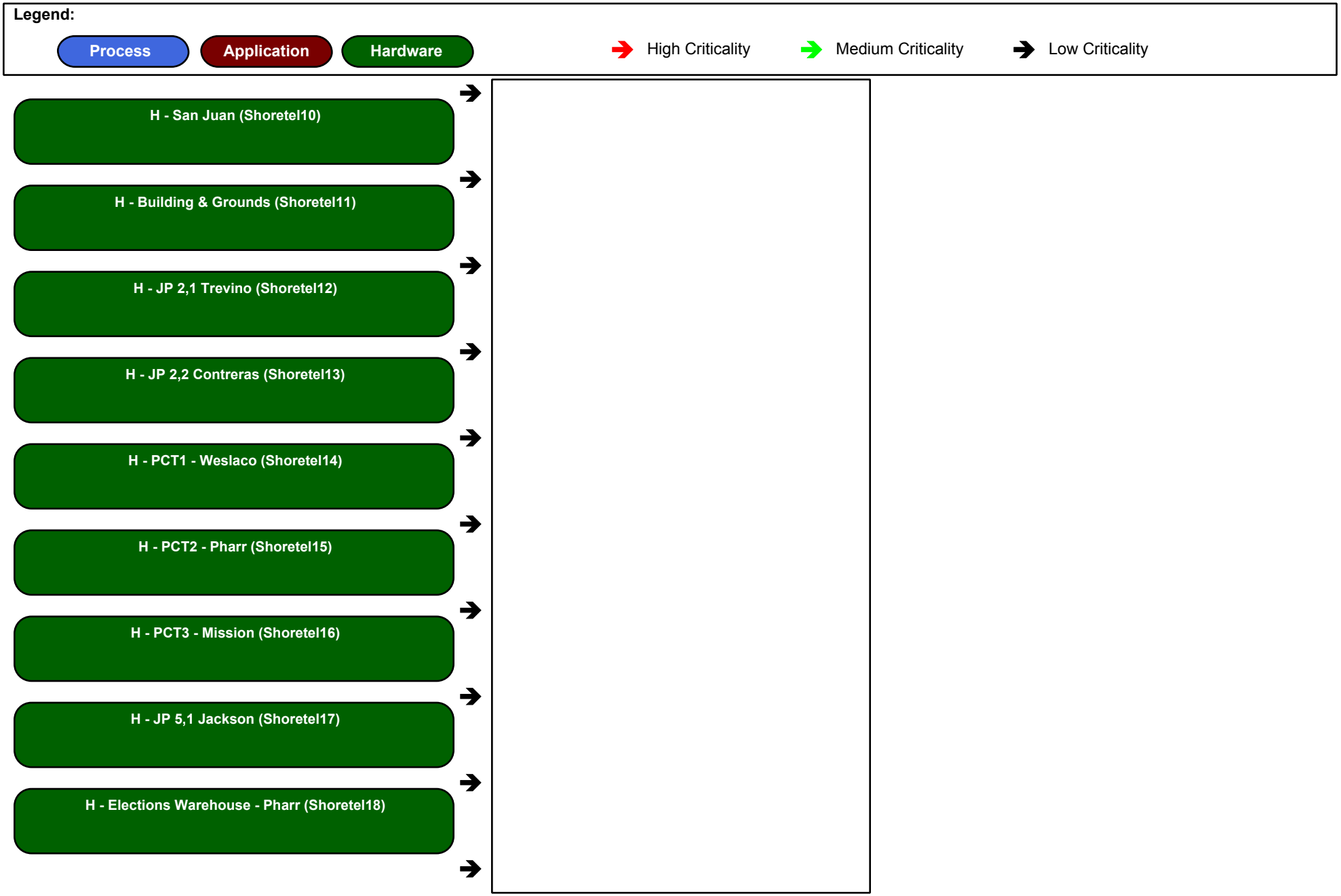

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sheriffs (Routers001)
H - County Clerks Mcallen Sub. (Routers002)
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
Hardware - Routers (Routers00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

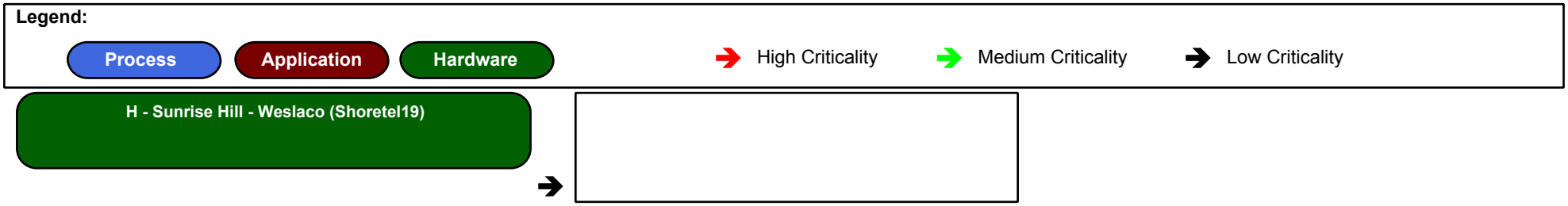

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT 3 (Routers009)
H - PCT 2 (Routers010)
H - San Juan CRC (Routers012)
H - Building & Grounds (Routers013)
H - PCT4 (Routers014)
H - Elections Warehouse (Routers015)
H - PCT 3 Shop (Routers016)
H - Sunset Park (Routers017)
H - Routers (Routers000)

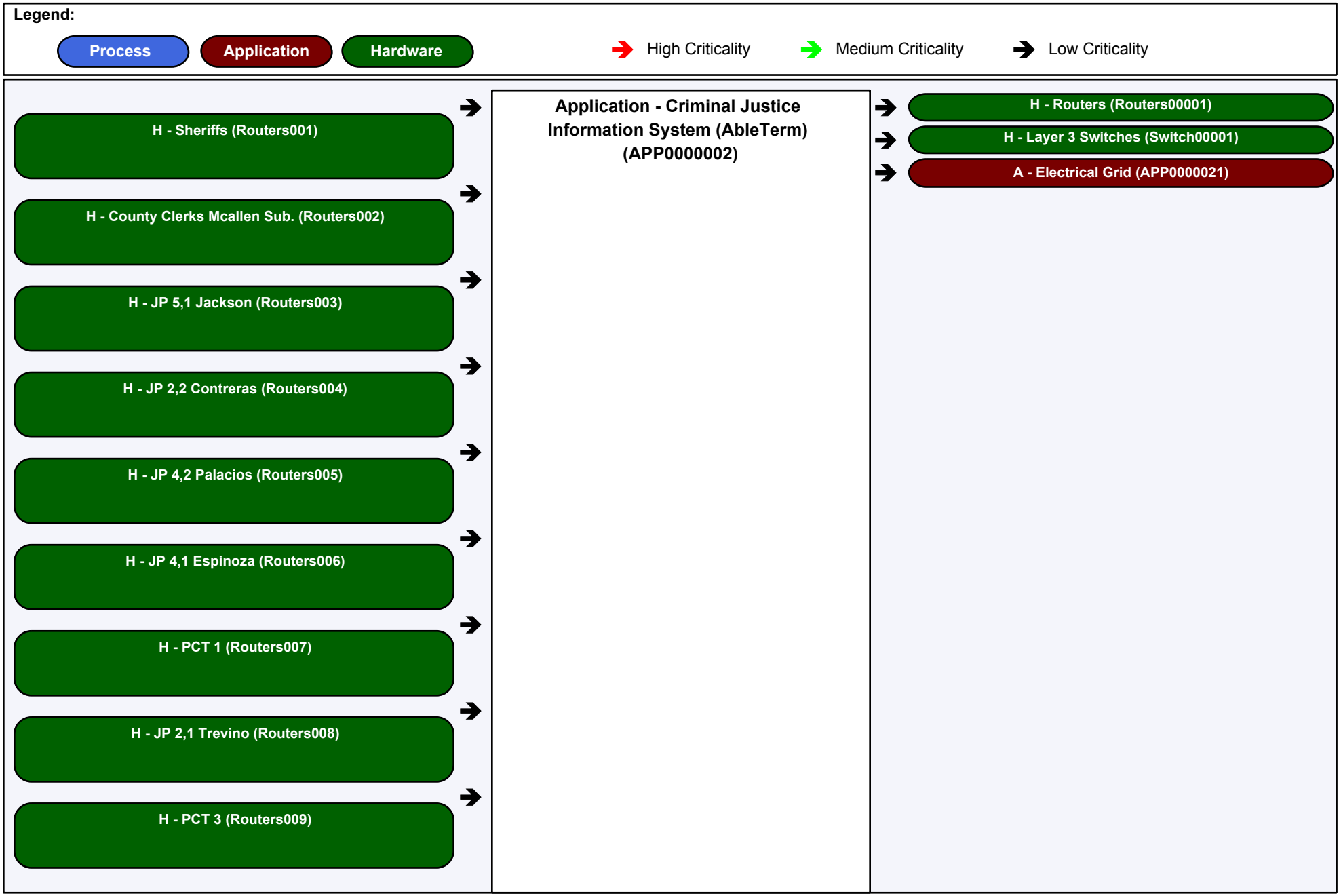

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT1 - Shoretel Server (Remote0001)
H - PCT2 - Shoretel Server (Remote0002)
Hardware - Servers - Remote
(Remote00001)

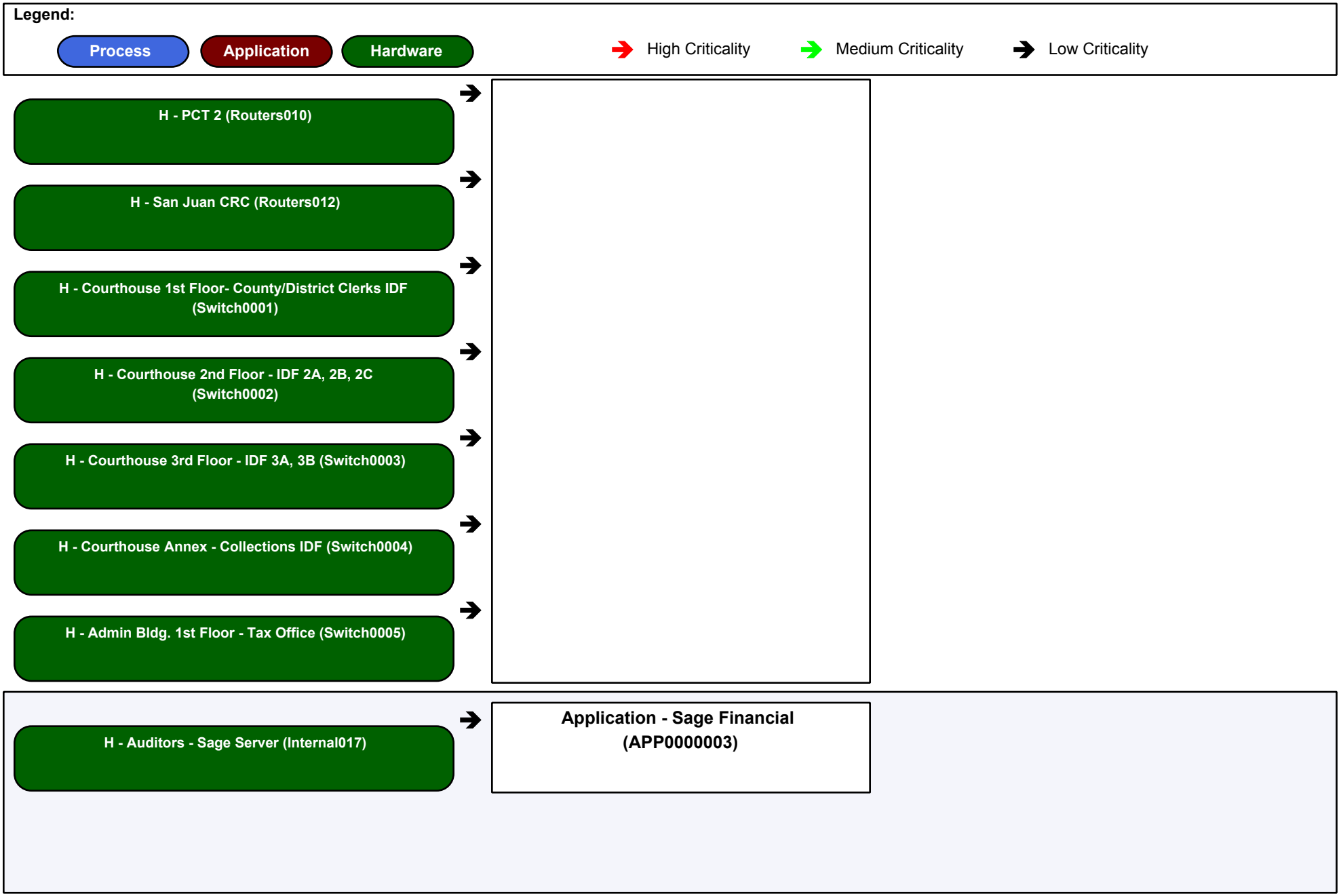

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse 1st Floor- County/District Clerks IDF (Switch0001)
H - Courthouse 2nd Floor - IDF 2A, 2B, 2C (Switch0002)
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Admin Bldg 3rd Floor - Auditors IDF (Switch0006)
H - Admin Bldg 4th Floor - Purchasing IDF (Switch0007)
H - Elections - Elections IDF (Switch0008)
Hardware - Layer 3 Switches (Switch00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

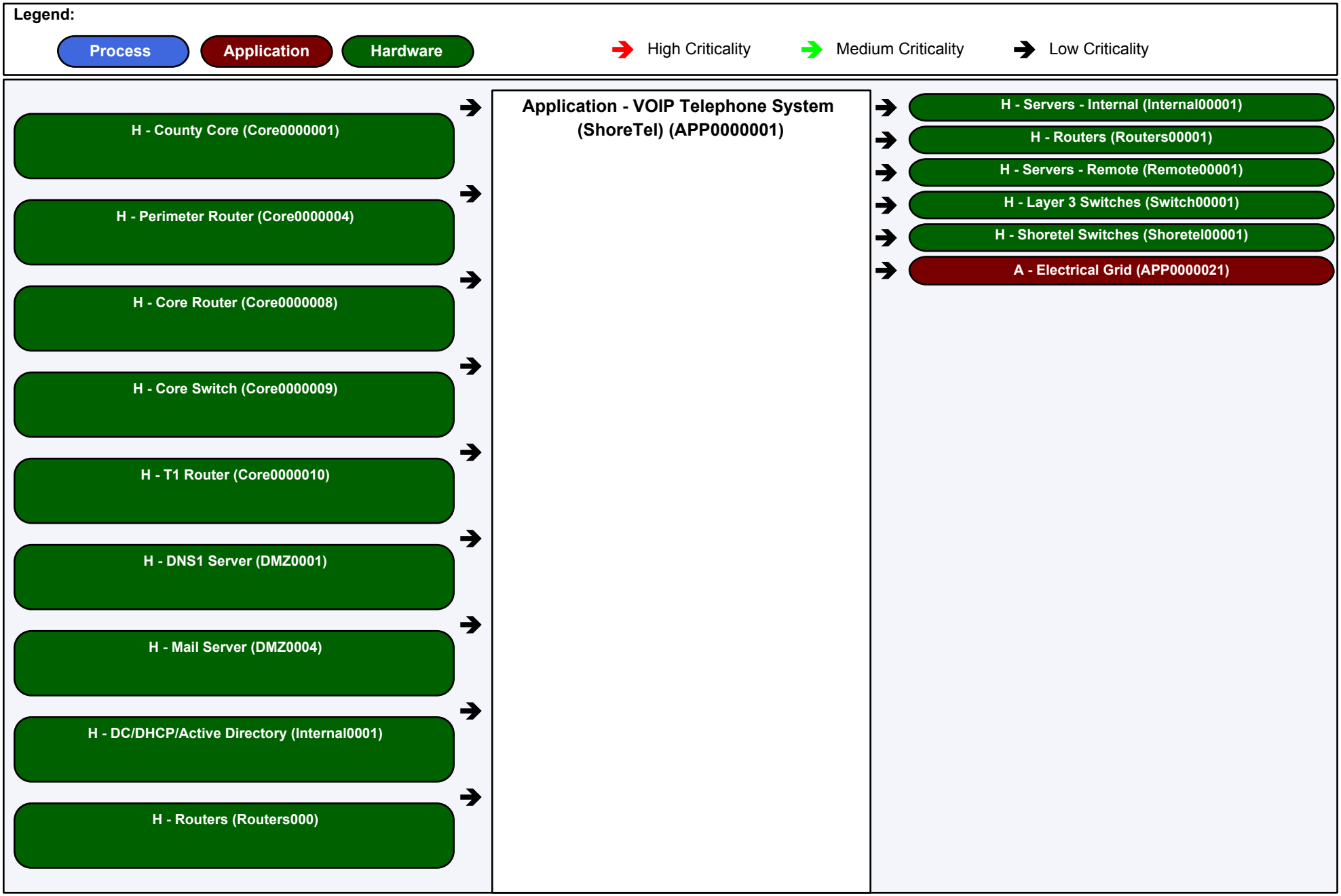

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse - IT Dept. (Shoretel1)
H - Courthouse- Annex (Shoretel2)
H - Admin Bldg. - ITRC (Shoretel3)
H - Admin Bldg. - 4th Floor (Shoretel4)
H - Elections (Shoretel5)
H - JP 4,1 Espinoza (Shoretel6)
H - JP 4,2 Palacios (Shoretel7)
H - PCT 4 (Shoretel8)
H - Drainage District (Shoretel9)
Hardware - Shoretel Switches (Shoretel00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

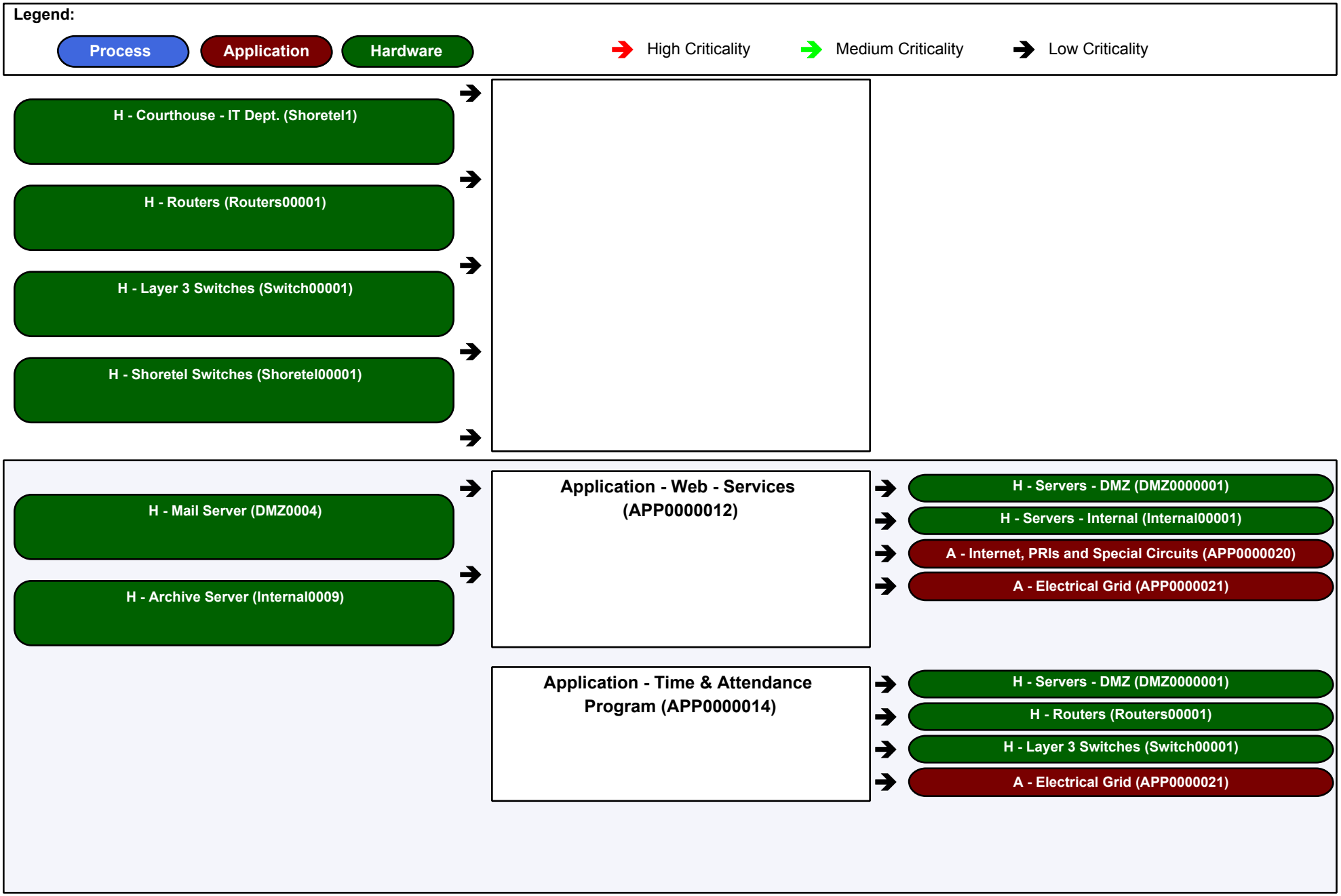

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - San Juan (Shoretel10)
H - Building & Grounds (Shoretel11)
H - JP 2,1 Trevino (Shoretel12)
H - JP 2,2 Contreras (Shoretel13)
H - PCT1 - Weslaco (Shoretel14)
H - PCT2 - Pharr (Shoretel15)
H - PCT3 - Mission (Shoretel16)
H - JP 5,1 Jackson (Shoretel17)
H - Elections Warehouse - Pharr (Shoretel18)

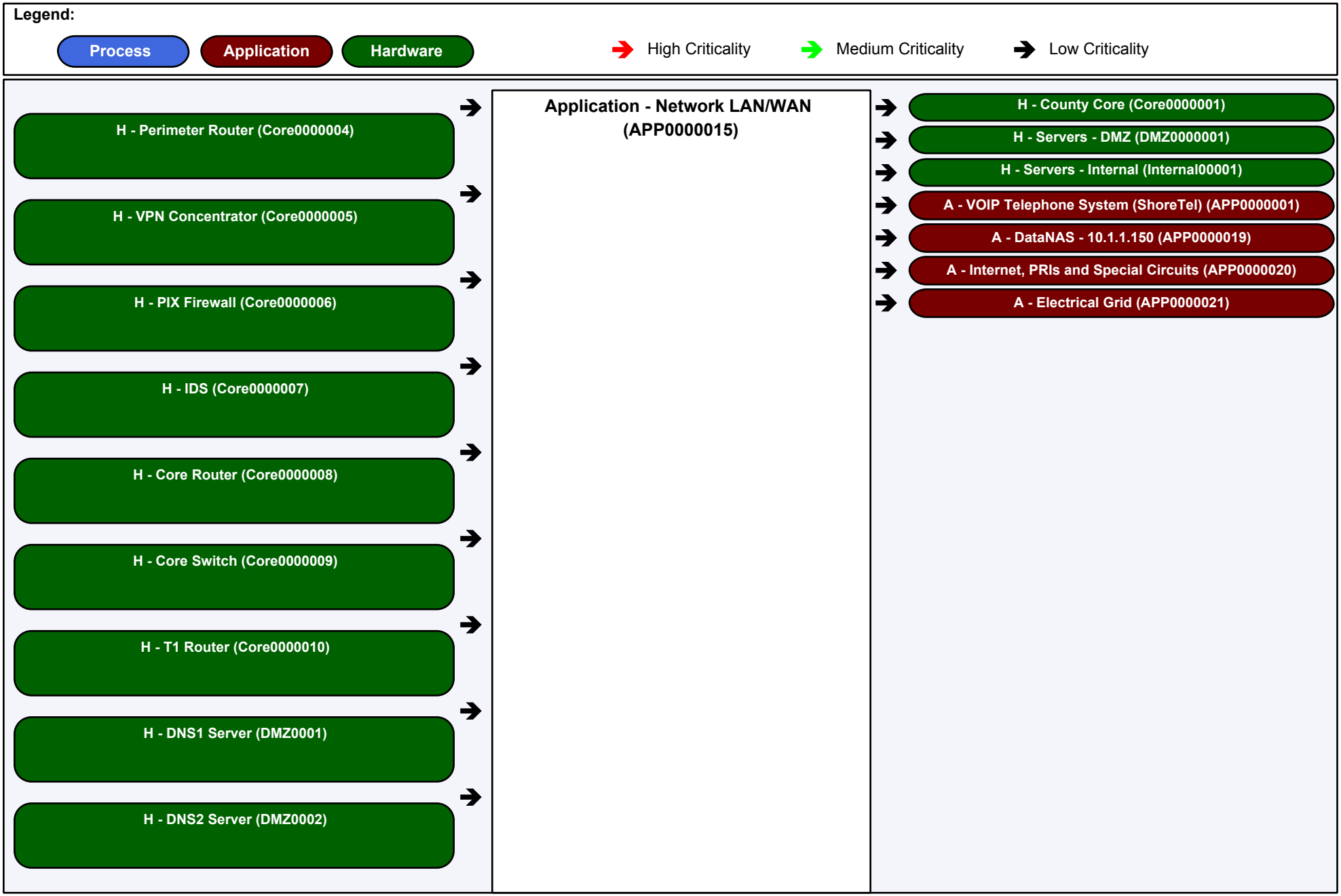

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sunrise Hill - Weslaco (Shoretel19)

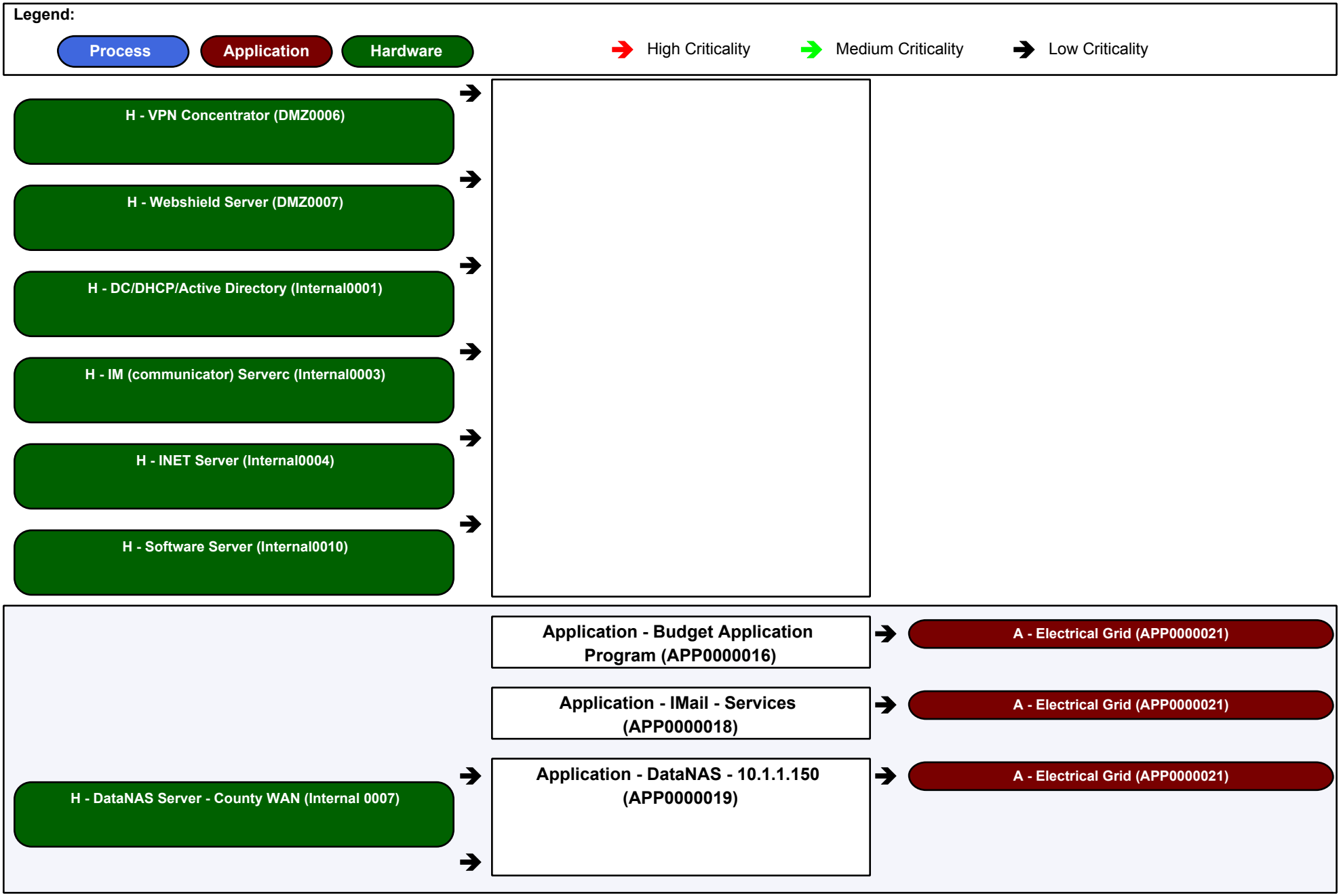

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sheriffs (Routers001)
H - County Clerks Mcallen Sub. (Routers002)
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
H - PCT 3 (Routers009)
Application - Criminal Justice Information System (AbleTerm) (APP0000002)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)

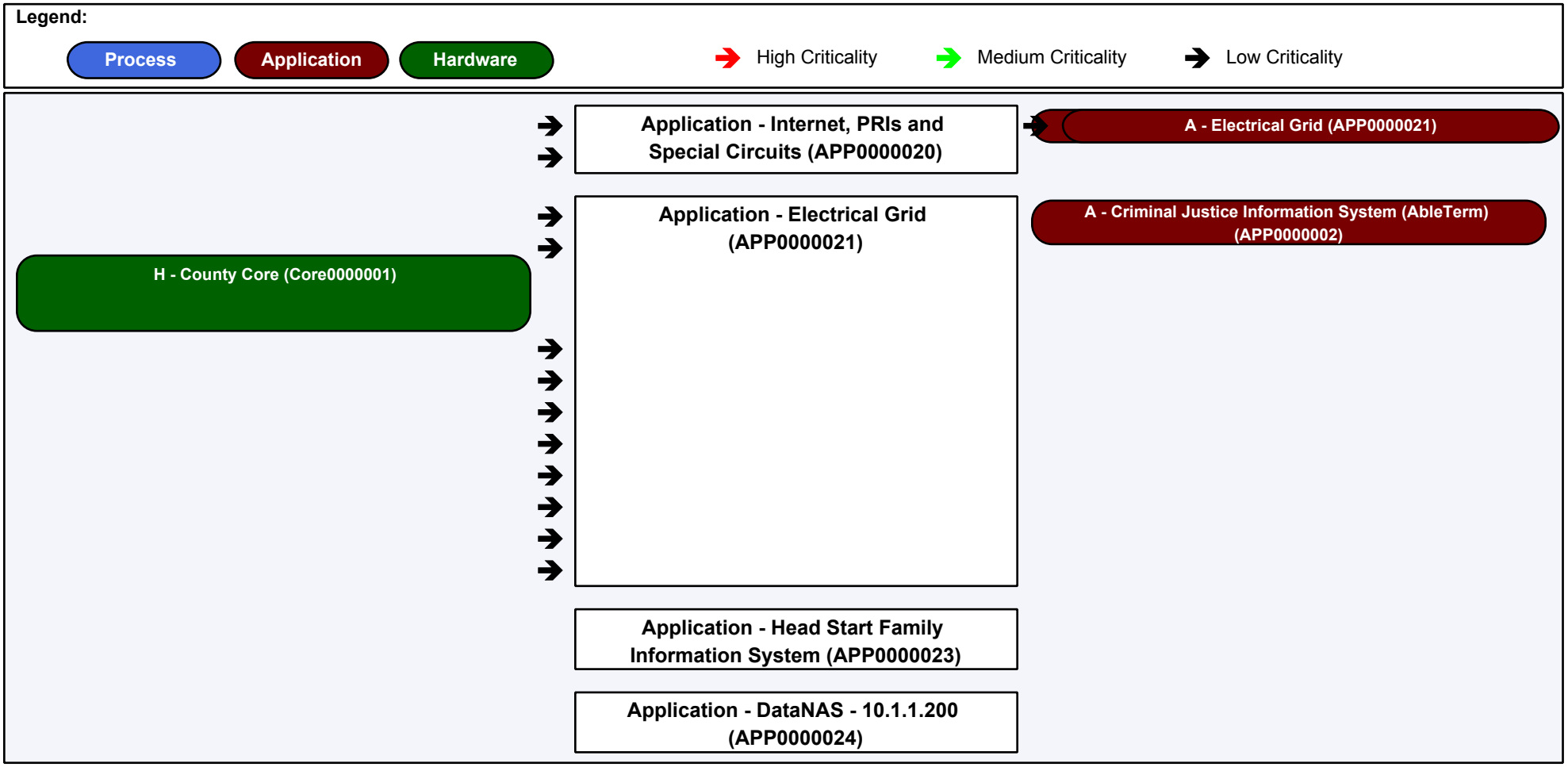

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT 2 (Routers010)
H - San Juan CRC (Routers012)
H - Courthouse 1st Floor- County/District Clerks IDF (Switch0001)
H - Courthouse 2nd Floor - IDF 2A, 2B, 2C (Switch0002)
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Auditors - Sage Server (Internal017)
Application - Sage Financial (APP0000003)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - County Core (Core0000001)
H - Perimeter Router (Core0000004)
H - Core Router (Core0000008)
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - Mail Server (DMZ0004)
H - DC/DHCP/Active Directory (Internal0001)
H - Routers (Routers000)
Application - VOIP Telephone System (ShoreTel) (APP0000001)
H - Servers - Internal (Internal00001)
H - Routers (Routers00001)
H - Servers - Remote (Remote00001)
H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse - IT Dept. (Shoretel1)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
H - Mail Server (DMZ0004)
H - Archive Server (Internal0009)
Application - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)
Application - Time & Attendance Program (APP0000014)
H - Servers - DMZ (DMZ0000001)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Perimeter Router (Core0000004)
H - VPN Concentrator (Core0000005)
H - PIX Firewall (Core0000006)
H - IDS (Core0000007)
H - Core Router (Core0000008)
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
Application - Network LAN/WAN (APP0000015)
H - County Core (Core0000001)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - DataNAS - 10.1.1.150 (APP0000019)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - Software Server (Internal0010)
Application - Budget Application Program (APP0000016)
Application - IMail - Services (APP0000018)
Application - DataNAS - 10.1.1.150 (APP0000019)
A - Electrical Grid (APP0000021)
A - Electrical Grid (APP0000021)
A - Electrical Grid (APP0000021)
H - DataNAS Server - County WAN (Internal 0007)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
Application - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)
Application - Electrical Grid (APP0000021)
A - Criminal Justice Information System (AbleTerm) (APP0000002)
H - County Core (Core0000001)
Application - Head Start Family Information System (APP0000023)
Application - DataNAS - 10.1.1.200 (APP0000024)

COUNTY OF HIDALGO, TEXAS

COUNTY AUDITOR'S OFFICE

DISASTER RECOVERY PLAN

EFFECTIVE: MARCH 1, 2007

RAYMUNDO EUFRACIO, C.P.A.
COUNTY AUDITOR

HIDALGO COUNTY AUDITOR'S OFFICE
DISASTER RECOVERY PLAN
EFFECTIVE: MARCH 1, 2007

Note: Terms defined in APPENDIX A: GLOSSARY are in **boldface type** the first time they appear in this document.

INTRODUCTION

This document contains the **disaster recovery plan** for the Hidalgo County Auditor's Office. It serves as a guide for the recovery of the Hidalgo County Auditor's Office (Auditor's Office) **mission-critical systems** in the event that a **disaster** destroys all or part of the components that comprise the mission-critical systems.

DESCRIPTION

The disaster recovery plan is composed of several sections that outline the resources and procedures to be used in the event that a disaster occurs at the Auditor's Office located at 100 E. Cano Street, Administration Building, 3rd Floor, Edinburg, Texas. There is also a section that documents the personnel that will be needed for the disaster recovery process.

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HIDALGO COUNTY AUDITOR'S OFFICE
DISASTER RECOVERY PLAN
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PART 1: GENERAL INFORMATION ABOUT THE PLAN

Section 1.01: Objectives and Overview

The purpose of the disaster recovery plan is to provide an effective and documented method for responding to a disaster that may adversely affect the operability of the Auditor's Office mission-critical systems.

The objectives of the disaster recovery plan are:

- to describe the mission-critical systems (**hardware** and **software**) that will need to be restored,
- to describe the steps to be taken to restore the mission-critical systems,
- to describe the duties of each individual needed for the recovery process, and
- to list their contact information.

Section 1.02: Mission-Critical Systems

The Auditor's Office maintains the following seven **servers** which comprise the mission-critical systems of the Auditor's Office:

1. The SAGE server contains the SAGE financial software. SAGE, *Software for Administrators in Government and Education*, is a full functioning, graphical financial software, deployed in an Oracle ™ database. SAGE includes the following modules and their related data: Financial Accounting System (FAS), Budget Preparation System (BPS), Human Resources System (HRS), Check Reconciliation System (CRS), and Fixed Inventory System (FIS).

2. The TSWeb (Terminal Service Website) server is used to allow County Departments that are not on the **wide area network** (**WAN**) to connect to the SAGE server from a remote location by logging on to the Internet. The TSWeb server is also used to backup the SAGE server.

3. The Autostore server contains **Veritas Backup Software**, Audit Command Language (ACL) software and Autostore scanning software. The Veritas Backup Software controls the Quantum Ultrium LTO-2 Backup external drive, which is used to backup the File server.

4. The File server is used for central storage and management of the Auditor's Office data files so that other computers on the same network can access the files. The file server allows users to share information over a network without having to physically transfer files by floppy or some other external device.

5. The DHCP (Dynamic Host Configuration Protocol) server is used to assign **IP addresses** to devices (e.g., **workstations** and phones) on the Auditor's Office network.

6. The NAV (Norton Antivirus) server is used to keep the Auditor's Office servers and client computers virus free by downloading virus definition updates.

7. The Legacy server contains the Legacy financial software that was used prior to SAGE. It contains historical financial data from 1992-2001.

PART 2: DISASTER RECOVERY PLANNING

Section 2.01: Disaster Preparation

The first step in preparing for a disaster is to develop a disaster recovery plan. This document contains the disaster recovery plan for the Auditor's Office. This plan is a component of the countywide disaster recovery plan for Hidalgo County. Its effectiveness depends on the disaster recovery plans from the other offices or departments of the County.

Section 2.02: Recovery Facility

If the Auditor's Office is destroyed in a disaster, repair or rebuilding of the facility may take an extended period of time. In the interim it will be necessary to restore computer and network services at an alternate site. Alternate sites may be either cold or hot sites. A cold site is a disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems. A hot site is a fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

The Auditor's Office disaster recovery plan calls for a cold site in the event of a disaster. The Hidalgo County Department of Health and Human Services, located at 1304 S. 25th Ave., Edinburg, Texas, has agreed to allow the Auditor's Office to use their facilities as a cold site during the disaster recovery process. The location has adequate space to house the hardware, with some office space available for operating and technical personnel.

Section 2.03: Backup Procedures

The Auditor's Office mission-critical systems are comprised of seven servers described in Section 1.02. The following describes the **backup** procedures for these servers.

The PC Specialist backs up the SAGE server and File server on a daily basis. The backup tapes are physically transported to and stored in a lockbox at First National Bank located at 100 W. Cano, Edinburg, Texas by the System Support Specialist. The close proximity of this off-site location to the Auditor's Office allows for quick retrieval of the backup tapes in a disaster situation. The close proximity, however, may also increase the risk that the off-site location is also affected by the same disaster.

The Auditor's Office is working on a contingency plan that will place a backup server at the Hidalgo County Department of Health and Human Services. Information Design, Inc. (IDI), the SAGE software vendor, will write a script that will transfer the data from the on-site server to the backup server though the Hidalgo County **VPN**.

The SAGE server is backed up to a **DLT** tape daily at 11:55 PM using Veritas Backup Software. The backup tape contains the **DMP** files (created at 10:00 PM) and the **QTHOME** folder. The System Support Specialist transports the backup tape to the lockbox the following morning. There are approximately 20 DLT tapes that are used in rotation. When the most recent backup tape is transported to the lockbox, the oldest backup tape in storage is retrieved and placed in rotation. The backup tape for the end of the month is not retrieved but left in the lockbox. In addition to the backup tape, a complete **disk image** of the SAGE server is stored onto a **DVD** every month. The System Support Specialist transports the DVD to the lockbox once completed.

The file server is backed up to an **LTO-2 Ultrium** tape daily at 8:00 PM using VERITAS Backup Software. Only the data files are backed up to the tape. Data files are stored using **Snap Appliance**. The System Support Specialist transports the backup tape to the lockbox the following morning. There are 12 LTO-2 Ultrium tapes used in rotation: 4 daily, 4 weekly, and 4 monthly. Monday through Thursday's backup tapes are rotated daily. Friday's backup tape is rotated weekly. The end of month backup tape is rotated every 4 months. In addition to the backup tape, a complete disk image of the device is stored onto a DVD every month. The System Support Specialist transports the DVD to the lockbox once completed.

The Legacy server contains historical financial data from 1992-2001. This server is used solely to view the County's historical financial information. Since the server contains no new data, a daily backup tape is not necessary. A complete backup of the server on 4 **DDS1** tapes is stored in the lockbox.

The remaining servers do not contain data that requires daily backup. However, since they store configuration information, a disk image of each server is stored onto a DVD every quarter except for the Autostore server which is done every month. The System Support Specialist transports the DVD to the lockbox once completed.

A set of the following original software is also kept in the lockbox at First National Bank: Windows 2000, PCAnywhere, Veritas Backup Software, ACL, Autostore Scanning Software, Windos NT 4.0, Symantec Antivirus Corporate Edition 8.1.

PART 3: INITIATION OF EMERGENCY PROCEDURES

Section 3.01: Disaster Notification List

The disaster notification list contains the names and numbers of the individuals to be notified in the event that a disaster destroys all or part of the components that comprise the Auditor's Office mission-critical systems. The PC Specialist is responsible for contacting the following individuals immediately, or as soon as possible after a disaster has been confirmed.

	Name	Title	Home Phone	Cell/Work Phone
Auditor's Office	Raymundo Eufracio	County Auditor	(956) 424-7717	(956) 205-8374
Auditor's Office	Linda Fong	1st Asst County Auditor	(956) 287-9176	(956) 457-7632
Auditor's Office	Abel S. Martinez	PC Specialist	(956) 781-0857	(956) 789-1134
Auditor's Office	Alex Mortera	System Support	(956) 867-3939	(956) 867-3939
IT Department	Renan Ramirez	Chief Information Officer	(956) 380-3979	(956) 457-0792
IT Department	Cruz Quintana	Phone Support	(956) 784-2064	(956) 207-9941
IT Department	Juan De Leon	Network Support	(956) 874-5255	(956) 207-9204
Health & Human Services	Rigoberto Hinojosa	Information Officer	(956) 781-2044	(956) 207-6789
Information Design, Inc.	John Green	Programmer		(303) 792-2990 x2002
Information Design, Inc	Corey Oates	Technical Support		(303) 792-2990 x2013

Section 3.02: Disaster Recovery Teams

The disaster recovery plan provides for the following two teams that will be assigned with specific aspects of the recovery process:

1. Damage Assessment Team will evaluate the extent of the damage caused to the computer systems by the disaster and determine what steps need to be taken to recover the systems. The Team will be lead by the County Auditor and will include the following people: PC Specialist, System Support Specialist, Chief Information Officer, Phone Support, and Network Support.

2. Computer Systems Recovery Team will be responsible for the recovery of the computer systems. The Team will consist of the PC Specialist, System Support Specialist, Network Support, Programmer and Technical Support.

Section 3.03: Damage Assessment

In the event of a disaster, it is critical that a damage assessment be performed to evaluate the extent of the damage to the site and the equipment it houses.

The Damage Assessment Team will perform a preliminary damage assessment intended to establish the extent of damage to critical hardware and the facility that houses it. The primary goal is to determine where the recovery should take place (current facility or cold site) and what hardware must be ordered immediately.

Section 3.04: Implementing the Disaster Recovery Plan

The following are the procedures for recovery of the Auditor's Office mission-critical systems:

1. When a disaster occurs, the Damage Assessment Team will inspect the critical hardware and the facility that houses it to determine the extent of the damage and the resources that will be required to recover the mission critical systems.
    a. The PC Specialist and the System Support Specialist will assess and report on the condition of critical hardware. The report should identify hardware that can be repaired separately from hardware that must be replaced.
    b. Phone Support will assess and report on the condition of communication lines.
    c. Network Support will assess and report on the status of the network.

    The results of the damage assessment will be reported to the County Auditor and should include recommendations for proceeding with the disaster recovery. Based on the damage assessment, the County Auditor will determine if the recovery process will be conducted in the current facility or at the cold site. The County Auditor will also determine which hardware will need to be ordered immediately.

2. Based on direction from the County Auditor, the PC Specialist will order replacement hardware with overnight delivery. Hardware deemed to be repairable will be repaired by the PC Specialist and System Support Specialist.

3. If the recovery process will take place at the cold site, the PC Specialist and the System Support Specialist will transport all repairable equipment to the site. Otherwise, the PC Specialist and the System Support Specialist will clean and ready an area in the current facility to house the critical hardware.

4. The System Support Specialist will retrieve the backup tapes and the disk images from the lockbox.

5. The PC Specialist will recover the servers using the backup tapes and the disk images.

    a. The first server to be recovered will be the SAGE server. The PC Specialist will copy the disk image from the DVD to the server. The data from the previous day will then be restored to the server from the DLT backup tape. The System Support Specialist will call IDI to request a test of the SAGE financial software. The System Support Specialist will notify the First Assistant County Auditor when the SAGE server has been recovered. The First Assistant County Auditor will coordinate with the Accounting and Audit Divisions to determine if the financial data has been recovered successfully or whether the recovery process must be repeated.

    b. The second server to be recovered will be the TSWEB server. The PC Specialist will copy the disk image from the DVD to the server. The Chief Information Officer will be responsible for restoring Internet access to the outside departments in order for them to access the SAGE server.

    c. The third server to be recovered will be the Autostore server. The PC Specialist will copy the disk image from the DVD to the server.

    d. The fourth server to be recovered will be the File server. The PC Specialist will use the restore CD on the server. The data will then be restored to the server from the LTO-2 Ultrium tape.

    e. The fifth server to be recovered will be the DHCP server. The PC Specialist will copy the disk image from the DVD to the server.

    f. The sixth server to be recovered will be the NAV server. The PC Specialist will copy the disk image from the DVD to the server.

    g. The last server to be recovered will be the Legacy server. The data will be restored to the server from the backup tape.

PART 4: MAINTAINING THE PLAN

Section 4.01: Maintaining the Plan

To ensure that the plan will work when a disaster occurs, the plan must be maintained and updated. On a semi-annual basis, the PC Specialist will evaluate and update the plan with the approval of the First Assistant County Auditor. Updates to the plan will include changes in hardware, software, facilities, procedures, and personnel. In addition, the plan will be tested on an annual basis and any faults will be corrected.

PART 5: INVENTORY OF SYSTEMS

Section 5.01: Servers-Hardware & Software

APPENDIX B: INVENTORY OF SERVERS contains a complete list of all the servers that are used in the Auditor's Office. The list contains both hardware and software components for each server. The list will be routinely updated on a quarterly basis to keep up with the changes in hardware and software.

Approved by _____ Date 3/1/07

Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

APPENDIX A: GLOSSARY

antivirus software
A computer program designed to detect and respond to malicious software, such as viruses and worms. Responses may include blocking user access to infected files, cleaning infected files or systems, or informing the user that an infected program was detected.

application
A program or group of programs designed for end users. Applications software (also called *end-user programs*) includes database programs, word processors, and spreadsheets.

backup
The term *backup* usually refers to a disk or tape that contains a copy of data.

cold site
A disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems.

DDS1
DDS or digital data storage tape is a magnetic tape used for backing up data with a native capacity of 2 GB.

disaster
An event that makes the continuation of normal functions impossible.

disaster recovery plan
A plan for business continuity in the event of a disaster that destroys part or all of a business's resources, including IT equipment, data records and the physical space of an organization. The goal of a DRP is to resume normal computing capabilities in as little time as possible.

disk image
An exact copy of a computer's hard drive. Disk images are used to transfer a hard drive's contents during a hardware upgrade, to restore a hard drive's contents during disaster recovery or when a hard drive is erased, and to transfer the contents of a hard drive from one computer to another.

DLT
DLT or Digital Linear Tape is a form of magnetic tape and drive system used for computer data storage and archiving with a capacity of 40GB native and 80GB compressed.

DMP
A compressed form of the SAGE database used for restoring the database. It is made using a command included with Oracle database called exp (export).

hardware
Refers to objects that you can actually touch, like disks, disk drives, display screens, keyboards, printers, boards, and chips. In contrast, software is untouchable. Software exists as ideas, concepts, and symbols, but it has no substance.

hot site
A fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

IP address
An identifier for a computer or device on a network.

local area network (LAN)
A computer network covering a small geographic area, like a home, office, or group of buildings. The defining characteristics of LANs, in contrast to WANs (wide area networks), include their much higher data transfer rates, smaller geographic range, and lack of a need for leased telecommunication lines.

LTO-2 Ultrium
LTO or Linear Tape-Open is a magnetic tape data storage technology used for computer data storage and archiving with a capacity of 200GB native and 400GB compressed. LTO was developed as an "open" alternative to the proprietary Digital Linear Tape (DLT). The standard form-factor of LTO technology goes by the name "Ultrium".

mission-critical system
A system that is critical to the functioning of an organization and the accomplishment of its mission.

QTHOME
A folder that holds all SAGE software including any custom programs the users have.

server
A computer that delivers information and software to other computers linked by a network.

Snap Appliance
Snap Appliance ™ provides network attached storage (NAS) solutions. A large storage device used to access information quickly.

software
Computer instructions or data. Anything that can be stored electronically is software. The storage devices and display devices are hardware.

Veritas Backup Software
Is software that provides continuous data protection of data on the servers by backing up data to a tape.

VPN
VPN or Virtual Private Network is the extension of a private network that encompasses encapsulated, encrypted, and authenticated links across shared or public networks. VPN connections typically provide remote access and router-to-router connections to private networks over the Internet.

wide area network (WAN)
A computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries). Or less formally, a network that uses routers and public communications links. The largest and most well known example of a WAN is the Internet. WANs are used to connect (LANs) and other types of networks together, so that users and computers in one location can communicate with users and computers in other locations.

Workstation
Any computer connected to a local-area network.

APPENDIX B: INVENTORY OF SERVERS

Server	Hardware	Software
SAGE	Compaq Proliant ML 370R G3 (2) Intel Xeon 2.4 GHz processors 2 GB RAM (4) 36.4 GB SCSI hard drives CDROM 1.44 FDD	Windows 2000 Oracle 8i SAGE PCAnywhere
TSWEB	Compaq Proliant ML 370R G2 Intel Pentium III 1.2 GHz processor 1 GB RAM (3) 18.2 GB SCSI hard drives Quantum DLT1 tape drive CDROM 1.44 FDD	Windows 2000 Veritas Backup Software Terminal Services
Autostore	HP Proliant DL 140 Intel Xeon 2.4 GHz processor 1 GB RAM 80 GB hard drive Quantum Ultrium LTO 2 Backup external drive	Windows 2000 Veritas Backup Software ACL Software Autostore Scanning Software
File	Snap Appliance Snap Server 4100	
DHCP	Clone PC Intel P-III 450MHz 64 MB RAM 4 GB hard drive CDROM 1.44 FDD	Windows NT 4.0 DHCP Services
NAV	Dell PowerEdge 2650 Intel Xeon 2.4 GHz processor 512 MB RAM 80 GB hard drive CDROM 1.44 FDD	Windows 2000 Symantec Antivirus Corporate Edition 8.1
Legacy	HP3000 Computer System	HP MPE/iX software

Hidalgo County
Head Start Program

Disaster Recovery Plan

Last Update:
June 19, 2003

Hardware & Software description

Hidalgo County Head Start Program automated data is stored at the administration building in the Management Information System (MIS) department. All automated data is kept online on two file servers. Both servers are running Novell NetWare version 5.0. The main server stores and shares all user/department files, MIS software/data, Finance software/data, Personnel software/data, Risk Management software/data, Staff Development software/data, Transportation software/data, Procurement software/data, Education software/data, Family Literacy & Transition software/data, Mental Health software/data, Health software/data, Special Services & Nutrition software/data, Family Services software/data. All information on the server is backed up on a daily basis. An unattended full system backup is scheduled to run every evening at 11:59 p.m.

Hardware:

* The **primary server** is a Dell PowerEdge 4300 with 1 GB of memory and three 9GB drives with RIAD 5 configuration. The server holds 2 Intel Pro/1000 gigabit, fiber optic, server adapters, 1 Intel Pro 100+Ethernet adapter, 2 Hewlett Packard 100VG Ethernet adapters. This unit shares all user/department files.
* The **secondary server** is a digital Prioris HX 5133 with 512 MB of memory and two 2GB drives and two 4GB drives with RAID 0 configuration. The server holds one 3Com 10/100 Ethernet adapter, and one 10 Mbps Ethernet adapter. This unit is primarily used as a print server and contains Office Suite software that is run off the network.
* An internal DLT4000 tape backup is installed on the primary server. This unit can store up to 40 GB (compressed) of information on one DLT tape.
* An **A**merican **P**ower **C**onversion (APC) Smart-UPS (Uninterruptible Power Supply) 2200, and 1400 battery backup units supply 5 – 15 minutes of backup power to the file servers in case of an electrical power outage.
* A Hewlett Packard ProCurve Switch 4000M that contains seven 8 port, 10/100 Mbps modules and two 1 port 1000 Mbps modules. The transmitting/receiving of data between the workstations and server are handled through this unit.
* Three Hewlett Packard AdvanceStack 100VG, 15 port, 10/100 Mbps, hubs. The transmitting/receiving of data between the workstations and server and the hub and server are handled through this unit.
* Two Digital MultiStack 90T-16, 16 port, 10 Mbps, repeaters. The transmitting/receiving of data between the workstations/printers and server are handled through this unit.
* One Intel Express 8100 router is connected to the HP 4000M switch at 100 Mbps over the Local Area Network (LAN). This unit will allow any workstation which has been properly setup for access to the Internet via an ISDN line.

Software:

* Novell NetWare version 5.0 is the networking operating system installed on the servers. The storage space is separated into 5 separate volumes on the server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:) and 5 separate volumes on the secondary server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:). The primary server's network name is HCHSP0 and the secondary is HCHSP1.
* Veritas Backup Exec version 8.0 (Enterprise Edition) is the software used to backup the data on the servers. This software version can handle a multiple server environment.
* MIP NonProfit Series is the fund accounting software used by Hidalgo County Head Start Program. This program handles financial data, current and historical, to include general ledger, payroll, accounts payable, encumbrances, purchase orders, and fixed assets. This software is stored on VOL3: of the primary server along with most of the data pertaining to the finance department.
* Head Start Family Information System (HSFIS) is a data collection system used to track all family and child information, current and historical, to include family demographics (Family Services), child development (Education), child health (Mental Health/Special Services & Nutrition), family (Family Services), transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), community resources (All Departments), center, program and setup information. This software is stored on VOL4: of the primary server along with most of the data pertaining to the MIS department.
* Microsoft Office 2000 Professional (Access, Excel, Outlook, PowerPoint, Publisher, Word), Corel WordPerfect Office 2000 (WordPerfect, QuatroPro, Presentations), and Lotus 123 are the software titles that are run off the LAN. These programs are contained in the secondary server. This server handles all print queue information submitted by users on VOL1:. Lotus 123 is stored on VOL2:, Microsoft Office 2000 Professional is stored on VOL3:, and Corel WordPerfect Office 2000 is stored on VOL4: of the secondary server.
* Original copies of the software listed will be cataloged and kept in the same fireproof cabinets as the backup tapes(Planned for October 2001). Backup copies of the software will be created on CD-Rom and kept at the off-site location along with copies of their license numbers.(Planned upon receiving fireproof cabinets for off-site location.)

Backup Description:

The information that is stored by the backup software and hardware described previously is kept on DLT4000 compatible tapes. The daily backups are scheduled to run automatically and unattended at 11:59 p.m. every workday. The tapes used can store up to 70GB (compressed) of data. Each tape is labeled with the day of the week of when that backup was run and then overwritten on the same day of the following week. This gives the agency 5 days of data recovery. A monthly backup is also run on the first workday of every month. This is a new procedure that began on September 2001. The daily backup tapes are rotated every workday morning. The tapes are locked and stored in a fireproof cabinet with the drawer marked "Backup Tapes", in the MIS department. A two drawer fireproof cabinet was order on September 2001. This cabinet will be placed in the Edinburg IV center where the "Monday" and "Friday" tapes will be rotated, locked and stored off-site. The keys to the cabinet are kept by the MIS assistant (Blanca Mayorga) which are issued to an MIS clerk to initiate the daily backup procedure. A backup procedure log has been established on September of 2001. This log is updated each time a backup tape is loaded/unloaded from the server. The log is kept in the same drawer with the backup tapes. The MIS assistant will be responsible to check the log once a week for proper documentation.

Off-Site Location Description:

The off-site location chosen was Edinburg IV. This location was selected for the following reasons:

1. Location: The Edinburg IV center is located near the administration office for easier accessibility.
2. Ownership: This center is owned by Hidalgo County Head Start Program. This allows us to have access to the information at any given time.
3. Security: This center has s security alarm system.
4. Space Availability: This newly built center has the available space needed for the storage cabinet.

Disaster Recovery:

Currently, hardware used to recover information from backup tapes is only available at the administration building. This hardware that was previously listed must be in operational condition to recover any data. In the event that the equipment needed is non-operational the agency must replace those items before any restoration of data is done. Once the equipment for recovery is available backup tapes from either the administration or off-site location, depending on availability, may be used. The information restored will be recovered by priority. Priority "1" is the highest to priority "10" the lowest.

The following table illustrates priority sequences by department and hardware and software requirements. These are minimal automation requirements needed to keep the department operational. Optimal requirements that match or surpass the current implemented.

Priority	Department	Minimum Hardware Requirements	Software
1	Finance, Procurement	Server requirements: Single Intel 200 MHz processor, 128 MB RAM, 3 GB HD, Fast Ethernet compatible hardware, Novell 5.0, Windows Server 2000 operating system Workstation Requirements: Single Intel 200 MHz processor, 128 MB RAM, 600 MB HD, SVGA Monitor, Laser printer, Fast Ethernet compatible hardware, MS Windows 98 or higher	MIP software data from tape backup system MIP workstation files
2	MIS	Server requirements: Single Intel 1 GHz processor (currently running On a 600 MHz server), 256 MB RAM, *73 GB, 10,000 RPM, SCSI HD, Novell. Windows 2000 Server operating systems Workstation Requirements: Single Intel 800 MHz processor (currently running on 133-1000 MHz workstations), 128 MB RAM, *4 GB HD, SVGA Monitor, Laser Printer, MS Windows 95/98/NT/2000/ME *The average minimum hard drive space requirements for HSFIS family data storage is 10 MB per 100 families per year.	HSFIS software, data from tape backup system HSFIS Workstation files
2	Personnel	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser Printer, MS Windows 98/2000	Microsoft Access, Word, and WordPerfect
3	All other departments if needed	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser/Inkjet Printer, MS Windows 98/2000	Microsoft Word, Excel, Access, and WordPerfect

The following is a list of current files stored on tape:

MIS Department:

Head Start Family Information System (HSFIS) program. All family and child information, current and historical, to include family demographics (Family Services),child development (Education), child health MentalHealth/Health/Special Services & Nutrition), family development transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), and community resources (All Departments) information.
All system data, current and historical, to include agency, center program sessions, and setup information.

Any individual files created by the MIS department and stored on a volume of the file server.

Finance Department:

MIP NonProfit Series program (fund accounting program)
All financial data, current and historical, to includegenral ledger, payroll, accounts payable, encumbrance, purchase orders, and fixed assets.

Any individual files created by the personnel department and stores on a volume of the file server.

Personnel Department:

Staff information kept on a Microsoft Access database. Staff data tracked on the HSFIS program.

Any individual files created by the risk management department and stores on a volume of the file server.

Risk Management:

Employee COBRA information.

Any individual files created by the risk management department and stored on a volume of the file server.

Staff Development:

Staff development information tracked through the HSFIS program.

Any individual files created by the staff development department and stored on a volume of the file server.

Transportation & Maintenance:

Any individual files created by the transportation and maintenance department and stored on a volume of the file server.

List of current files stored on tape – continued:

Procurement Department:
MIP NonProfit Series program (fund accounting program)
All MIP data, current and historical, pertaining to the procurement department.

Any individual files created by the procurement department and stored on a volume of the file server.

Education Department:
Education information tracked through the HSFIS program.

Any individual files created by the education department and stored on a volume of the file server.

Family Literacy & Transition:
Family Literacy & Transition information tracked through the HSFIS program.

Any individual files created by the family literacy & transition department and stored on a volume of the file server.

Health Department:
Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Mental Health Department:
Mental Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Special Services & Nutrition:
Special Services & Nutrition information tracked through the HSFIS program.

Any individual files created by the special services & nutrition department and stored on a volume of the file server.

Family Services:
Family Services information tracked through the HSFIS program.

Any individual files created by the family services department and stored on a volume of the file server.

The following table illustrates a sample of the tape backup log kept in use:

Hidalgo County Head Start Program File Server Tape Backup Log				
Tape Label	Dt Loaded	Dt Unloaded	Status	Comments
Monday	01/08/2001	01/09/2001	Normal	
Tuesday	01/09/2001	01/11/2001	Normal	
Wednesday			Aborted	Agency closed, tape contains Information from 01/03/2001
Thursday	01/11/2001	01/12/2001	Normal	
Friday	01/12/2001	01/15/2001	Normal	
Monthly	02/01/2001	02/02/2001	Normal	

The following table illustrates tape backup rotation:

Wk	Tape Label	Day/Time of Backup	Tape Contents	Tape Location
1	Monday	Monday at 11:59 p.m.	Full System Backup	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
1	Tuesday	Tuesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
1	Wednesday	Wednesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
1	Thursday	Thursday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
1	Friday	Friday at 11:59 p.m.	Full System Backup	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location.
2		Monday at 11:59 p.m.	Full System Backup/Overwrite Monday data of Week 1	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
2		Tuesday at 11:59 p.m.	Full System Backup/Overwrite Tuesday data of Week 1	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
2		Wednesday at 11:59 p.m.	Full System Backup/Overwrite Wednesday data of Week 1	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
2		Thursday at 11:59 p.m.	Full System Backup/Overwrite Thursday day data of Week 1	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
2		Friday at 11:59 p.m.	Full System Backup/Overwrite Friday data of Week 1	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location
2				

Urban County Program

Disaster Recovery Plan

Diana R. Serna, UCP Director

Urban County Program
Disaster Recovery Plan
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URBAN COUNTY PROGRAM
DISASTER RECOVERY PLAN

Introduction

This document is the disaster recovery plan for the Urban County Program. The information presented in this plan guides Urban County management and technical staff in the recovery of computing information and facility operations in the event that a disaster destroys all or part of the facility.

Description

The Recovery plan is composed of a number of sections that document resources and procedures to be used in the event that a disaster occurs at the Urban County Program office at 1916 Tesoro Blvd., Pharr, Texas 78577. There are also sections that document the personnel that will be needed to perform the recovery tasks and an organizational structure for the recovery process.

This plan will be available in the Urban County Library and additionally it will be distributed to each Urban County Manager. This plan will be updated on a regular basis as changes to the computing and facility operations are made. An extra copy will be kept in the Precinct #1 location.

Objectives and Overview

Over the years, dependence upon the use of computers in the day-to-day business activities of many organizations has become the norm. Urban County certainly is no exception to this trend. Today, each division of Urban County has computers with information vital to its operation. These machines are linked together by a network that provides communications with HUD servers. Vital functions of Urban County depend on the availability of this network of computers.

Consider for a moment the impact of a disaster that prevents the use of the system to process Payroll, Accounts Payable, IDIS connection, or any other vital application. It is hard to estimate the effects a disaster event might cause Urban County. One Hurricane could easily cause enough damage to disrupt these and other vital functions of Urban County. Without adequate planning and preparation to deal with such an event, Urban County's computer systems could be unavailable for many weeks, perhaps months.

The primary focus of this document is to provide a plan to respond to a disaster that destroys or severely cripples Urban County's computer systems. The intent is to restore operations as quickly as possible with the latest and most up-to-date data available.

All disaster recovery plans assume a certain amount of risk, the primary one being how much data is lost in the event of a disaster. Disaster recovery planning is much like the insurance business in many ways. There are compromises between the amount of time, effort, and money spent in the planning and preparation for a disaster and the amount of data loss you can sustain and still remain operational following a disaster. Time enters the equation, too. Many organizations simply cannot function without the computers they need to stay in business. So their recovery efforts may focus on quick recovery, or even zero down time, by duplicating and maintaining their computer systems in separate facilities.

The techniques for backup and recovery used in this plan do NOT guarantee zero data loss. The Program is willing to assume the risk of some data loss and do without computing for a period of time in a disaster situation. To put it in a more fiscal sense, the Program is saving funds in up-front disaster preparation costs, and then relying upon business interruption and recovery insurance to help restore computer operations after a disaster.

Data recovery efforts in this plan are targeted at getting the finance system up and running with the last available off-site backup tapes. Significant effort will be required after the system operation is restored to (1) restore data integrity to the point of the disaster and (2) to synchronize that data with any new data collected from the period of the disaster forward.

This plan does not attempt to cover either of these two important aspects of data recovery. Instead, individual users and divisions will need to develop their own disaster recovery plans to cope with the unavailability of the computer systems during the restoration phase of this plan and to cope with potential data loss and synchronization problems.

Primary Objectives of the Plan

This disaster recovery plan has the following primary objectives:

1. Present an orderly course of action for restoring critical computing capability to Urban County within 14 days of initiation of the plan.

2. Set criteria for making the decision to recover at Cold Site (Precinct #1) or repair the affected site.

3. Describe an organizational structure for carrying out the plan.

4. Provide information concerning personnel that will be required to carry out the plan and the computing expertise required.

5. Identify the equipment, floor plan, procedures, and other items necessary for the recovery.

Overview of the Plan

This plan uses a step-by-step approach to recovery from a disaster that destroys or heavily damages the computing resources of the Finance Division and Administrative Building at 1916 Tesoro Blvd in Pharr, Texas.

Personnel

Immediately following the disaster, a planned sequence of events will begin. Key personnel are notified and a staff recovery team will begin to implement the plan. Personnel currently employed are listed in the plan. However, the plan has been designed to be usable even if some or all of the personnel are unavailable.

In a disaster it must be remembered that some STAFF might not be available. The recovery personnel working to restore the computing systems will likely be working at great personal sacrifice, especially in the early hours and days following a disaster. The Program must be able to ensure that the recovery workers are provided with resources to meet their physical and emotional needs. This plan calls for the appointment of a person in the Administrative Support Team (DIRECTOR) whose job will be to secure these resources so they can concentrate on the task at hand.

Salvage Operations at Disaster Site

Early efforts are targeted at protecting and preserving the computer equipment. In particular, all magnetic storage media (hard drives, backup tapes/diskettes) are identified and either protected from the elements or removed to a clean, dry environment away from the disaster site.

Designate Recovery Site

A survey of the disaster scene will need to be conducted by appropriate personnel in order to estimate the amount of time required to put the facility back into working order. A decision is then made whether to use the Cold Site (Precinct #1), where computing and networking capabilities can be temporarily restored until the primary site is ready. Work begins almost immediately at repairing or rebuilding the primary site. This may take months, the details of which are beyond the scope of this plan.

Purchase of New Equipment

The recovery process relies heavily upon vendors to quickly provide replacements for the resources that cannot be salvaged. The Program will rely upon emergency procurement procedures documented in this plan and approved by the Director to quickly place orders for equipment, supplies, software, and any other needs.

Begin Reassembly at Recovery Site

Salvaged and new components are reassembled at the recovery site according to the instructions contained in this plan. Since all plans of this type are subject to the inherent changes that occur in the computer industry, it may become necessary for recovery personnel to deviate from the plan, especially if the plan has not been kept up-to-date. If vendors cannot provide a certain piece of equipment on a timely basis, it may be necessary for the recovery personnel to make last-minute substitutions. After the equipment reassembly phase is complete, the work turns to concentrate on the data recovery procedures.

Restore Data from Backups

Data recovery will rely on the use of backups stored in a location off-site from the Program's Building. Backups can take the form of disk tapes, CDROMs, and other storage media. Early data recovery efforts focus on restoring the operating system of the Finance Division. Next, each of the Program's divisions will be restored with proper backup tapes, if applicable. Individual application owners may need to be involved at this point, so department staff will be required to ensure that data is restored properly.

A backup of the Finance Computer System is performed weekly. The backup is stored at the Precinct 1 location. In the event of a disaster at the Urban County location, the latest backup will be restored using the Precinct #1 computer containing the Finance System software. Backups will also occur prior to a forecasted natural disaster (i.e. hurricane).

Restore Application Data

It is at this point that the disaster recovery plans for users and department staff must merge with the completion of the Finance Division. Since some time may have elapsed between the time that the off-site backups were made and the time of the disaster, application owners must have means for restoring each running applications database to the point of the disaster. They must also take all new data collected since that point and input it into the application database. When this process is complete, the Program's can begin normal operation. Some applications may be available only to a limited few key employees.

Move Back to Restored Permanent Facility

If the recovery process has taken place at the Cold Site (Precinct #1), physical restoration of the Program's Building will have begun. When the building is ready for occupancy, the systems assembled at the Cold Site are to be moved back to their permanent location. This plan does not attempt to address the logistics of this move, which should be vastly less complicated than the work done to do the recovery at the Cold Site.

Disaster Risks and Prevention

Fire

The threat of fire at the Building, especially in the storage area, is very real and poses the highest risk factor of all the causes of disaster mentioned here. The building is filled with electrical devices and connections that could overheat or short out and cause a fire. Not to be forgotten are the attached office spaces, which could hold hidden dangers.

Preventive Measures

The Building is equipped with smoke detectors placed in the finance vault and others scattered widely throughout the building. Hand-held fire extinguishers are required in visible locations throughout the building. Staff is trained in the use of the fire extinguishers. Detailed instructions for dealing with fire are present and escape exit signs are placed throughout the building.

Flood

The building is located on high ground. There also is adequate drainage surrounding the building. However, a storm dropping large amounts of rain in the Pharr area can create a threat for flooding. Floodwaters penetrating the Finance area, especially submerging the floor, can cause a lot of damage. Not only could there be potential disruption of power caused by the water, flood waters can bring in mud and silt that can destroy sensitive electrical connections. Of course, the presence of water in a room with high voltage electrical equipment can pose a threat of electrical shock to personnel within the Finance area.

Preventive Measures

All Finance computer equipment, data storage boxes, and network surge protectors have been elevated from the floor by at least three feet. In addition, the Finance staff has been trained on shutting down the main electrical switch to the building located in the Finance vault. Periodic inspections of the under flooring of the finance area must be conducted to detect water seepage, especially any time there is a heavy downpour.

Computer Crime

Computer crime is becoming more of a threat as systems become more complex and access is more highly distributed. With the new networking technologies, more potential for improper access is present than ever before. Computer crime usually does not affect hardware in a destructive manner. However, internet viruses or unauthorized installations can affect data systems.

Preventive Measures

The Finance server will have security software installed to protect against unauthorized entry. All computers will be protected by passwords, especially those containing highly sensitive data. All users should be required to change their passwords on a regular basis. All systems should require a log and security administrators should review any errors on these logs on a regular basis. All systems should be backed up on a periodic basis. Those backups should be stored in an area separate from the original data. Standards will be established on the number of backup cycles to retain and the length of their retention.

Disaster Recovery Team

The Disaster Recovery Team is responsible for the coordination of the entire recovery plan. The Recovery Manager has the final authority on decisions that must be made during the recovery. The Recovery Manager is responsible for appointing the other members of the Team. The team is composed of the following individuals:

Recovery Manager

This individual is the problem solver who is accustomed to dealing with pressure situations. The individual must also have authority to delegate responsibilities, as there will be many problems arising that may not have been anticipated in advance. The individual must also have signature authority to expend funds as a part of the disaster recovery process.

Facility Coordinators

These individuals need to be highly skilled in a number of areas. They must have a strong background in the setup and interfacing of the Urban County Program. They will be responsible for assessing the damage to each division and reporting to the Manager.

Network Coordinator

This individual needs to be skilled in the area of the network design and maintenance. The individual should be trained in the diagnosing and correcting network outages and in connecting and debugging new additions to an existing network. The individual will assess the amount of damage to the computing system and report to the Manager.

Administrative Coordinator

This individual needs to be skilled in communicating with staff. The individual will be responsible for making contact with all other staff (See attachment #2) not involved in the immediate recovery process. The individual should also be able to deal with employees and their families during these times.

Current Recovery Management Team Roster

Position	Primary	Alternate
Recovery Manager	Diana R Serna	Miguel Mesa
Facility Coordinators	Jaime Ortega, Tony Barco	Pete De La Cruz
Network Coordinator	Maribel Lopez	Jaime Ortega
Administrative Coordinator	Nydia Vega	Irma Garza

Activating the Disaster Recovery Plan

The Recovery Control Center is the location from which the disaster recovery process is coordinated. The Recovery Manager should designate where the Recovery Control Center is to be established. If a location in the Urban County Building is not suitable, Precinct 1 has been designated as the off-site location of the center.

The Recovery Manager sets the Plan into motion. Early steps to take are as follows.

1. The Recovery Manager should obtain an up-to-date copy of the Disaster Recovery Plan. Copies of the plan should be made and handed out at the first meeting of the Recovery Management Team.

2. The Recovery Manager is to appoint new members to the Recovery Team, if previously designated members will not be available.

3. The Recovery Manager briefly reviews the Disaster Recovery Plan with the team.

4. Any adjustments to the Disaster Recovery Plan to accommodate special circumstances are to be discussed and decided upon.

5. Each member of the team is charged with fulfilling his/her respective role in the recovery and to begin work as scheduled in the Plan.

6. The next meeting of the Recovery Management Team is scheduled. It is suggested that the team meet or communicate each day for the first week of the recovery process.

7. The Recovery Management Team members are to immediately start the process of contacting the people who will sit on their respective teams and call meetings to set in motion their part of the recovery.

8. Mobile communications will be important during the early phrases of the recovery process. This need can be satisfied through the use of cellular telephones. A list of each member's cellular telephone numbers will be provided.

Disaster Recovery – Finance Computer System

In order to facilitate recovery from a disaster, which destroys all or part of the Urban County Finance Computer System, certain preparations have been made in advance. This plan describes what has been done to lay the way for a quick and orderly restoration of the Division and the system it operates.

The following topics are presented in the plan:

- Recovery Facility
- Equipment Replacement
- Backups
- Media Storage Boxes

Recovery Facility

The Urban County Program has a number of options for alternate sites, each having a varying degree of up-front costs.

Hot Site

This is probably the most expensive option for being prepared for a disaster, and is typically most appropriate for very large organizations. A separate computer facility, possibly even located in a different city, can be built, complete with computers and other facilities ready to cut in on a moment's notice in the event the primary facility goes offline.

Disaster Recovery Company

A number of companies provide disaster recovery services on a subscription basis. For an annual fee you have the right to a variety of computer and other recovery services on extremely short notice in the event of a disaster. These services may reside at a centralized hot site or sites that the company operates, but it is necessary for you to pack up your backup tapes and physically relocate personnel to restore operations at the company's site. Some companies offer mobile services, which move the equipment to

your site in specially prepared vans. These vans usually contain all of the necessary computer and networking gear already installed, with motor generators for power, ready to go into service almost immediately.

Cold Site

A cold recovery site is an area physically separate from the primary site where space has been identified for use as the temporary home for the Finance Computer System while the primary site is being repaired.

The Urban County Program has chosen to use the cold site approach for **this** disaster recovery plan. The necessary arrangements are in place for the Finance Division to utilize space in the Precinct #1 Building as its Cold Site. The location has been outfitted with a computer system, which contains a copy of Fundware software and all other software applications used by the Finance Division. The location is currently used to house the weekly backups and has access to the internet in order to connect to HUD servers.

Equipment Replacement

This plan contains a complete inventory of hardware requirements of the Finance network system and the software that must be restored after a disaster (See attachment #1). The inevitable changes that occur in the systems over time require that the plan be periodically updated to reflect the most current system configuration. Where possible, agreements have been made with vendors (RTI Sales & Service) to supply replacements and technical assistance in an event of emergency. To avoid problems and delays in the recovery, every attempt should be made to replicate the current system configuration. However, there will likely be cases where components are not available or the delivery timeframe is unacceptably long. The Recovery Management Team will have the expertise and resources to work through these problems as they are recognized. Although some changes may be required to the procedures documented in the plan, using different models of equipment or equipment from a different vendor may be suitable to expediting the recovery process.

Backups

New hardware can be purchased. New buildings can be built. New employees can be hired. But the data that was stored on the damaged equipment cannot be bought at any price. It must be restored from a copy that was not affected by the disaster. There are a number of options available to us to help ensure that such a copy of your data survives a disaster at the primary facility.

The Urban County Program has chosen to use the off-site tape backup restoration approach. This option calls for the transportation of backup tapes made at the primary computer facility to an off-site location. Choice of the location is important. You want to ensure survivability of the backups in a disaster, but you also need quick availability of

the backups. The Finance Division makes a backup tape every Friday. The backup is then stored in a media box in Precinct #1. The backup will also be installed on the off-site computer on weekly/monthly basis.

This option has some drawbacks. First, there is period of exposure from the time that a backup is made, to the time it can be physically removed off-site. A disaster striking at the wrong time may result in the loss of all data changes that have occurred from the time of the last off-site backup. There is also the time, expense, and energy of having to transport the tapes. And there is also the risk that tapes can be physical damaged or lost while transporting them.

The Urban County Program has opted to taking periodic backups of its Finance System and restoring those backups at the Precinct #1 location. Existing tapes from Precinct #1 are relocated to the Urban County Program and stored in Media boxes. They are retained until the next set up backups are made and restored, and then released to scratch status. Then the cycle starts all over again.

The actual backup and cycling procedures may vary somewhat depending on the workweek and amount of tapes available.

Media Boxes

To ensure that an up-to-date copy of this plan is available when disaster occurs, procedures have been established to store a copy of the plan with other important recovery information at the Cold Site backup tape storage area. Two Media boxes have been purchased to hold these materials. The contents of both boxes are identical. One resides at the Precinct #1 location, the other in the Finance vault in the Urban County Building.

When changes to the contents of the boxes are necessary, the box at the Urban County Building is first updated, then it is take over to Precinct 1 and swapped with the box stored there. That box is returned to Urban County and updated and replaced in the Finance Vault. This ensures that at least one copy of the plan is available at the recovery site.

Contents of Media Boxes

1. Weekly Backup Tape
2. Copy of Disaster Plan
3. Copies of Software
4. List of Financial Bank Accounts
5. List of Contacts

The Finance Manager will update each media box on a monthly basis to ensure current information.

Anna P Jenne
Approving Official

4-19-05
Date

ATTACHMENT #1

Intuit FundWare®

IMPORTANT NOTICE: *PLEASE READ*

April 7, 2004

Dear Valued Client:

Intuit will end support of FundWare 5.x versions on July 1, 2006.

Many of you have developed a strong loyalty to our character-based versions of FundWare. We appreciate your support! In fact, some of you have told me personally that even though you've purchased 7.x, you haven't installed it, and others plan to stay on 5.8 until the very last day. Well, that day is coming, and we're giving you plenty of notice.

The good news is that extensive surveys have found a **substantial increase in satisfaction** for clients using newer versions of FundWare. So, we are excited for you to make this transition so you too can enjoy the many benefits of the newer product line.

After listening carefully to your comments, we have taken some creative steps to make your transition as smooth as possible:

- **We have allowed more than two years for you to make this transition.** Many of you have told us that you want extra time to work through your budget cycles. The support department will still help you during this interim period, and you will continue to receive W2 and 1099 updates for this year and next.

- **We have created additional options for clients that struggle with hardware upgrade costs.** We've teamed with a vendor that can provide re-furbished options when cost-effectiveness is paramount.

- **We can refer you to a leasing provider** if you prefer to spread upgrade costs, including software, hardware and services, over a longer period. Leasing provides very affordable monthly payments instead of a large one-time up-front payment.

- **We are also offering 0% financing** now through July 31, 2004. Since this is for a limited time, call today.

- **Intuit FundWare version 7.30, releasing soon, will be our best yet.** Many long-standing client issues are addressed in this latest version. Also, this is the first version of FundWare that incorporates some of Intuit's famous best practices to make our software easier to use. Attend a webcast seminar to see for yourself! (www.intuitfundware.com/clients)

- **We encourage you to move quickly.** Take advantage of the new 7.30 benefits sooner rather than later! To avoid a disruptive rush at the end of the transition period, call your client sales representative or your Authorized FundWare reseller today. We stand ready to help you make the transition as quickly, smoothly and as cost efficiently as possible.

Please contact your Authorized FundWare reseller or your Intuit client sales representative (800-551-4458) to get started on a specific transition plan for your organization.

Thanks for being our client! Many of you have worked with us for many years — we look forward to many more.

Sincerely,

Michael Potts
Vice President, Intuit Public Sector Solutions

Intuit FundWare

Hardware Requirements

Fundware Professional Edition 1-8 user environments

January 30, 2004

Revised April 12, 2004

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Supported Platforms

The Server Operating Systems supported for use with 7.30 Intuit Fundware products are Windows 2003 and Windows 2000.

The Server Operating System supported for use with 7.20 Intuit Fundware products is Windows 2000 ONLY.

Intuit Public Sector Solutions does not support the use of packaged operating systems such as Windows Small Business Server, BackOffice Server, or Project server on the application server.

Intuit Public sector Solutions does not support the application server being used as any type of domain controller. The domain controller must be a separate server within the network environment.

The current Workstation Operating Systems supported for use with Intuit Fundware products are Windows 2000 Professional and Windows XP Professional.

Any workstation operating systems supported as Terminal Server Clients may be used. (Win 95, Win 98, Win NT, etc.)
Microsoft requires additional Licensing for Terminal Services use with these workstation platforms. Microsoft now requires that all workstation platforms are licensed for Terminal Services use if you are using Windows 2003.

Standalone Environment

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 Professional or Windows XP Professional	Windows 2000 Professional or Windows XP Professional
Processor (CPU)	Pentium III 600 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	256MB	512MB -1GB
Disk Requirements	One IDE drive with 20 GB capacity & speed of 7200 rpm	One IDE drive with 20 GB capacity & speed of 7200 rpm
Fault Tolerance	None	None
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required *	Required *
Server Price Range	499.00-1000.00	699.00-1500.00

* The backup device can be internal or external Tape drives, a CD Read/Writable device or another device capable of creating backup media (Zip drive, Jazz Drive, etc.) separate from the host computer.
Copying files from the FundWare locations to other locations on the local computer is not acceptable.

2-3 Fundware Users

System Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required	Required
Server Price Range	1500.00-3500.00	2200.00-4200

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 or XP Professional	Windows 2000 or XP Professional
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

3-5 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

5-8 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ MHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	756MB - 1GB 1.5GB	1GB – 1.5 GB
Disk Requirements	Three SCSI drives with min. 18 GB capacity 10,000 rpm	Three or Four SCSI drives with min. 18 GB capacity 10,000+ rpm
Fault Tolerance	RAID controller with 128 MB Cache configured with a Raid Level 5	RAID controller with 128 MB Cache configured with a Raid Level 5 or RAID Level 10.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 3	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

ATTACHMENT #2

EMPLOYEE NAME	ADDRESS	PHONE
SERNA, DIANA R	220 LAS PALMAS DRIVE	(956) 514-1618
GARZA, IRMA	P.O. BOX 1733	(956) 381-0786
VEGA, NYDIA O.	1701 N 83RD STREET	(956) 383-4832
SANDOVAL, LINDA	BOX 1804	(956) 782-7726
DE LA CRUZ, PEDRO	301 JUANITA ST.	(956) 262-2448
GOMEZ, JOSE ESTEBAN	1209 IMA	(956) 383-7144
ORTEGA, JAIME	321 QUARTZ ST	(956) 381-1154
MORIN, NELLIE N	PO BOX 560	(956) 262-7873
BAZAN, HILDA G.	1008 SOUTH 20TH STREET	(956) 585-0669
GOMEZ, ELIZABETH	3336 MIDLAND CIRCLE	(956) 534-0594
MARTINEZ, FRANCISCO MARIO	P.O. BOX 6643	(956) 381-8025
GARZA III, LUCIANO S	1704 W. SIXTH STREET	(956) 968-5304
GARZA, OSCAR	1710 BASHAM ST.	(956) 581-1127
OZUNA, NINFA G	PO BOX 203	(956) 381-8535
GARCIA, GUADALUPE V	PO BOX 470	(956) 262-1433
BARCO, ANTONIO	P.O. BOX 2205	(956) 262-7904
LOPEZ, MAREVEL	P.O. BOX 449	(956) 380-0539
MENDOZA, MICHELLE L	922 VIA SOL	(956) 316-1618
CASIANO, HECTOR P	402 W SILVER	(956) 464-8162
MESA, MIGUEL E	308 WEST STUBBS	(956) 316-2403
BARRON, JOSE A	BOX 2311	(956) 781-3137
LUMBRERAS, JOSE LUIS	2819 E MESQUITE	(956) 929-4595
DE LA GARZA, STEVEN	P.O. BOX 976	(956) 262-7872
LEAL, MONICA	819 DENVER ST.	(956) 383-0508
LUNA, MONICA	5662 W SCHUNIOR	(956) 929-6413
GUERRA, MONICA	1414 N 4TH	(956) 655-1709

ATTACHMENT #3

Date: 07/11/05

From: Fernando Cantu Jr., Account Reports Specialists
To: Armando Barrera Jr., Hidalgo County Tax Assessor Collector

Subj: STANDARD OPERATION PROCEDURE FOR NATURAL DISASTER OR NATIONAL EMERGENCY.

The following documents are the Hidalgo County Tax Office SOP dealing with emergency and natural disaster.

The two major concerns to these instructions are to secure the data on the ATC system, and to protect the electronic property of the Tax Office. There are two check-off sheets and a set of instructions on how to fill out each.

		Page
1.	SOP instruction for natural disaster……...	1
2.	SOP instruction for national or immediate threat emergency……	3
3.	*Check off list for natural disaster* …….	Appendix A
4.	*Check off list for immediate threat emergency*……..	Appendix B

SOP INSTRUCTION FOR NATURAL DISASTER

Note 1: These instructions should be carried out as time and safety of life is permitted. In case of immediate danger follow the SOP instructions for national or immediate emergency.
Note 2: All hard copies of delinquent tax rolls and complete bill listings are located inside vault near assessing department.

Step 1. Go to Appendix A of this manual. Make a copy of Appendix A.

Step 2. Fill out date, time, your name, nature of emergency and estimated time allowed for preparation.

Step 3. Create Collections Transfer Tape 8,15.

1. Entity	: all
2. Year	: all
3. Paid bills	: yes
4. P&I/Disc/Attfee	: yes
5. As of Date	: T
6. Conf Owner Info	: yes
7. EBCDIC tape	: no
8. File Type	: Flat
9. File Name	:/tsg/tax/fernando/HidalgoCollTape
10. Wait before making tape	: n/a
11. Print Totals	: yes
12. Printer for Totals	: TSG-HS

Burn Copy to DVD.
FTP copy to Columb Group, San Antonio

Step 4. Make backup. Insert blank tape at county courthouse MIS. Log into AIX ROOT prompt. Type the following at root prompt and hit return.

tar –cvf /dev/rmt0 ./usr/tsg/tax

Step 5. Securing tapes. If time and conditions allow it, remove all backup tapes from the tax office computer room and place them in the auditor's vault. If this is not feasible place them in the collections vault.

Step 6. Log out all users. Call all the different entities, banks, attorneys, and mortgage companies that log into the ATC system through modem that your intentions are to secure all computers and are requesting them to log out. Walk around the collections and assessing department and tell all users to log out. Place a message on the time clock saying, "THE TAX OFFICE COMPUTER SYSTEM WILL BE DOWN UNTIL FURTHER NOTICE."

Step 7. Secure system racks. There are two system racks located at the back of the computer room. Turn off all devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC. Secure Snap Server, place in appropriate container, and place in cashier vault. Secure all power trips and UPS to be at least one foot of the ground.

Step 8. Secure all electrical devices. Go around both collections and assessing and unplug all electrical devices from the electrical outlets in the wall and floor.

Step 9. Secure building. Place sandbags and board up windows if necessary. Turn off all lights and lock the building.

Step 10. Evacuate area. Make sure you have located the nearest shelter available to you or that you know of the designated routes in leaving the area in case of a direct hit from a Hurricane. Log out the Date and time of evacuation on check off sheet.

CHECK OFF LIST FOR NATURAL DISASTER EMERGENCY

DATE _____ TIME: _____

NAME: _____

EMERGENCY DISC:_____

ESTIMATED TIME BEFORE EVACUATION: _____

___ MAKE COLLECTIONS TAPE FOR INTERNET (18 HOURS)

___ MAKE TAR BACKUP (4 HOURS)

___ SECURE TAPES (20 MIN)

___ LOG OUT ALL USERS (20 MIN)

___ SECURE SYSTEM RACKS (30 MIN)

___ SECURE SNAP SERVER (5 MIN)

___ SECURE ALL ELECTRICAL DEVICES (1 HOUR)

___ SECURE BUILDING (10 MIN – 2 Hrs)

___ EVACUATE AREA DATE:_____ TIME:_____

APPENDIX A

CHECK OFF LIST FOR IMMEDIATE THREAT EMERGENCY

Time:_____

Emergency Description:_____

___ Secure System racks

___ Secure Backup tapes

___ Secure Snap Server

___ Secure building

___ evacuate Area

APPENDIX B

SOP INSTRUCTIONS FOR NATIONAL OR IMMEDIATE THREAT EMERGENCY

Note 1: These instructions are superseded by any policy or instructions set forth at the county judge level. Be aware of county contingency plan in evacuating building in case of bomb threat or fire emergencies.

These instructions should be carried out as time and safety of life is permitted. Depending on Duress of the impending emergency, do as many of the following steps as posible.

Step 1. Remove Appendix B from the end of this pamphlet. Fill out time and nature of emergency.

Step 2. Secure system racks. Go to the back of computer room. Power down all the devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC.

Step 3. Secure Snap Server, place in appropriate container, and place in cashier vault or walk out with it as time allows.

Step 4. Evacuate and secure building.

Step 5. In case of National emergency evacuate area through designated routes.

Hidalgo County Health Department

Disaster Recovery Plan

Part I. Introduction and Overview

Section 1.01 Statement of Purpose
Section 1.02 Scope of the Plan
Section 1.03 Procedure for Assessing the Magnitude of a Crisis
Section 1.04 Procedures for Communicating Internally
Section 1.05 Built-in Plan review Procedures and Schedule

Part II. Plan Strategies

Section 2.01 Contingency Site
Section 2.02 Backup Environments Network Equipment
Section 2.03 Applications Analysis
Section 2.04 Local and Off-site media and backup storage
Section 2.05 Telecommunication Services

Part III. Disaster Response Actions
Section 3.01 Implementation of the Plan
Section 3.02 Plan Execution
Section 3.03 End of Disaster State

Part IV. Disaster Plan Testing

Part V. Facilities Restoration

Part I. Introduction and Overview

INTRODUCTION

Crisis management is the enterprise s first response to an event that could change the way business operations are normally conducted. A well-managed approach to such an event will help significantly to ensure the employees, clients, partners, and the general public will continue to have confidence in the functionality of the Health Department.

This Disaster Recovery Plan focuses on the recoverability of the Hidalgo County Health Department's main computing facility at Hidalgo County Health Department Administration Building, 1304 S. 25th Ave., Edinburg, TX 78539.

Overview

Section 1.01 Statement of Purpose

This document describes the data center disaster recovery plan for the Hidalgo County Health Department. It details how the various organizational units intend to carry out their responsibilities in the event of a disaster. And it also describes the provisions and safeguards, which are undertaken in preparation for such a contingency.

The Plan is supported by Management and has the objective to provide for a cost effective and documented method for responding to a disaster that may disrupt the ongoing computer operations of Hidalgo County Health Department. As such, the Plan is primarily intended to serve as a predefined resource that would aid Management during and following a significant crisis that impairs and affects the computer hardware, software, networks, telecommunications, and the administrative information systems.

Definition: A disaster is "an occurrence inflicting widespread destruction and/or distress." For the purposes of this document this means that the facilities, computing resources, or major components thereof, are deemed unavailable for operations.

The following are the major purposes of this document:

(a) To plan for ongoing operations in the event of a disaster.
(b) To detail and describe the level of contingency preparations for management review.
(c) To prioritize and outline the recovery of pre-defined critical components, systems, and applications.
(d) To develop an organizational preparedness so that disruption and chaos are minimized if a disaster should occur.
(e) To anticipate vulnerabilities regarding the security and protection of the corporate data center facilities.

Section 1.02 Scope of the Plan

The scope of this plan is limited to the services and responsibilities of the Hidalgo County Health Department for Information Services and covers these major resources:

(a) computing facilities
(b) computer hardware and systems software
(c) enterprise network electronics, transport, and ISP access
(d) telecommunications equipment, software, and services
(e) databases, electronic media and files
(f) computer programs
(g) computer execution and operation's procedures
(h) documentation

The disaster recovery plan provides only for the continuation of certain essential technology services and administrative information processing activities during the period of time, which may be required for recovering from a disaster.

Section 1.03 Procedure for Assessing the Magnitude of a Crisis

The Disaster Assessment Team will confer about the presenting crisis in an effort to classify the magnitude of the crisis as defined within this plan. The Disaster Assessment Team will be comprised of the following members:

(a) The Chief Administrative Officer
(b) The Chief Financial Officer
(c) The Network Manager
(d) The System Support Specialist

Crisis Designations

The following are potential crisis classifications that the Crisis Assessment Team may designate:

Category 3 - A major disruption in service affecting a subset of users or systems deemed to be non-critical for alternate site recovery.

Category 2 - Major disruption to one or more sites.

Category 1 - A Total system(s) outage affecting all systems, and sites.

Section 1.04 Procedures for Communicating Internally

(a) **Telephone based communications** : Using telephone trees and distributed calling responsibilities, pertinent Health Department officials and staff will be notified once a disaster is declared.

(b) **Voice Mail** : Emergency announcements can be disseminated internally using overall existing voice mail announcement capabilities. This would entail delivering a recorded and stored message to all voice mail users who will receive the message upon their next use of the voice mail systems. The voice mail distribution capability falls under the auspices of Telecommunications Services and represents an efficient and economical means to deliver an official message rapidly to a broad internal audience.

(c) **Mail based communications** : If electronic mail facilities continue to be functional, list serve capabilities and available grouping characteristics can be used to target the message to one or more population segments within the enterprise.

If electronic mail capabilities are not adequately available for this requirement, third party Internet Service Provider (ISP) email facilities will be used to attempt contact with staff. It is recognized that not all individuals possess ISP accounts, but for those who do, this is a viable communication method.

Section 1.05 Built-in Plan review Procedures and Schedule

Reviewing the Plan: To assure the Plan's continued accuracy and viability, the Network Manager shall review the Disaster Recovery Plan periodically. Maintenance of the plan and overall coordination of plan activities (such as rehearsals and unit activities) will be performed by the Disaster Assessment Team

Part II. Plan Strategies

Section 2.01 Contingency Site

The Health Department will use one of the remote clinic sites as a contingency site. Equipment available at that site and any of the other clinics will be utilized as needed to restore the network functionality.

Section 2.02 Backup Environments Network Equipment

Any and all hardware and any of the viable clinic sites will be utilized to restore network functionality to the Hidalgo County Health Department.

Section 2.03 Applications Analysis

An analysis of critical application and key processing components has been performed to identify and prioritize recovery efforts. These applications are considered business critical and must be included in any recovery plan to sustain the operational/financial viability of the Health Department.

Hidalgo County Health Department

- TWICES System (client record system)

- SDI System (Medical Billing System)
- Human Resources System
- Access to Financial Accounting System
- Health Permitting System
- Nursing Certification System
- E-mail System

Section 2.04 Local and Off-site Media and Backup Storage

System backups are maintained on magnetic tape media for all critical systems for the purpose of operational and disaster recovery. Multiple versions of backups are maintained on a weekly basis (unless otherwise specified by application backup requirements). The most recent version of the backups are rotated through an offsite storage. This ensures that recovery of any system is at most a week old.

Section 2.05 - Telecommunication Services

Local Telephone Service : Southwestern Bell Telephone provides incoming and outgoing local telephone lines to the telephone system. In the event that the SBC serving wire center experiences a catastrophe, SBC has established plans which they will activate.

Long Distance Service : AT&T outgoing long distance service will be available as soon as SBC establishes outgoing dial tone.

Nortel Networks PBX System : The Phone Den is charged with the responsibility of fully restoring service to the PBX System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedure calls for a complete system replacement within 24 hours.

Nortel Networks Voice Mail System: A NAM 6 voice mail system is installed at the Hidalgo County Health Department Administration Building. The Phone Den is charged with the responsibility of fully restoring service to the Voice Mail System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedures calls for a complete system replacement within 24 hours.

Part III. Disaster Response Actions

The below actions can only be undertaken when a disaster classification of Category 1 exists: as defined in part I of this document. All communications shall explain and include reference to the defined nomenclature of the disaster classification.

Section 3.01 Implementation of the Plan

Once the classification of a disaster is made, and it is determined that disaster conditions exist, the disaster plan is to be implemented immediately. This step is undertaken formally once the management notifications under the Plan begin.

The end disaster conditions must also be communicated formally through such management notifications.

Section 3.02 Plan Execution

The detailed recovery plans will be implemented once the disaster has been declared.

Section 3.03 End of Disaster State

Formal notice of the end of a disaster state shall be given as per the management notifications in section B of this part. In addition, users shall be notified as per section C of this part. Depending on the characteristics and duration of the disaster, this notification may not entail a complete return to normal processing schedules. However, this notification shall signal the end of specific disaster operations.

Part IV Disaster Plan Testing

Tests of the disaster plan, or of one or more of its facets, will be conducted periodically and/or may be requested by management to insure that elements of the plan are feasible, compatible, and effective. An objective of this testing will be to minimize interference and interruption of the normal production operations. While most exercises are performed on a scheduled basis, an unannounced recovery may be conducted to validate preparedness for unanticipated outages.

Part V. Facilities Restoration

The objective of Facilities Restoration is to establish a viable/ongoing processing facility to which to return computing operations from the contingency site. This may require an extended period of time depending on the crisis event experienced and the extent to which the original data center facility is unacceptable for ongoing operations.

AI-22138 **16.B.**

Health Division - Asst Public Health Preparedness Coordinator position
CC REGULAR

Date: 07/27/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Health Dept- TDH PHPSB (1293) FY 2010:
1. Request approval to create one (1) regular full-time Assistant Public Health Preparedness Coordinator position, slot no. 0014, Grade level 15 for the period 8/1/2010 to 1/31/2011.
2. Request approval of the attached revised Salary Schedule (Acct # 0-1293-441-00-340-013-0)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-013-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available lapsed funds as of 07-23-10. Refer to AI 20460/ CC 03/23/10 Extension of grant period to 2011.

Attachments

Link: PAR
Link: fiscal note
Link: revised salary schedule
Link: job description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 08:26 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/23/2010 01:45 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 03:32 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:41 PM	APRV

Form Started By: Dan Beltran Started On: 07/22/2010 08:16 AM

Final Approval Date: 07/23/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department / 340 **DATE:** 7-20-2010

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 013-0014

REQUESTED POSITION TITLE: Assistant Public Health Preparedness Coordinator
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: Grade 15 Step1 Grade 15 Step1

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~51,800~~ 54,526 (Proposed Budgeted Salary) $ ~~51,800~~ 54,526. (Net Change) pc

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other 100% funded from Bioterrorism Grant Contract

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☑
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

As a result of the work load within our bioterrorism activity, we requested an Assistant Public Health Preparedness Coordinator position from the Department of State Health Services (DSHS). DSHS has approved the position and this is to request Commissioner's Court approval of the position that will be 100% funded by grant funds.

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-20-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/23/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 22138

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 27, 2010

Summary of request/proposal:
Health Dept- TDH PHPSB (1293):
Request approval to create one (1) regular full-time Assistant Public Health Preparedness Coordinator position, slot no. 0014, Grade level 15 for the period 8/1/2010 to 1/31/2011. (BIO-TERRORISM GRANT)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1293	Asst. Public Health Preparedness Coordinator	0014	113	0.00	54,526.00	54,526.00
			TOTAL:	0.00	54,526.00	54,526.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1293-441-00-340-013-0- 113	TDH PHPSB-	REG F/T EMPLOYEES	$23,815.95
0-1293-441-00-340-013-0- 211	TDH PHPSB-	HEALTH INSURANCE	$1,182.35
0-1293-441-00-340-013-0- 212	TDH PHPSB-	LIFE INSURANCE	$11.79
0-1293-441-00-340-013-0- 220	TDH PHPSB-	FICA	$1,821.92
0-1293-441-00-340-013-0- 230	TDH PHPSB-	RETIREMENT	$2,267.28
0-1293-441-00-340-013-0- 250	TDH PHPSB-	UNEMPLOYMENT COMP	$119.08
0-1293-441-00-340-013-0- 260	TDH PHPSB-	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$29,218.37

2011 Budgetary Impact: $67,151.99

Possible Funding Sources: LAPSED FUNDING IN CURRENT FY 2010 GRANT

Budget Office Recommendation: 100% GRANT FUNDS

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1293-441-00-340-013-0

AI - 22138

TDH PHPSB

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC HEALTH PREP COORD	16	1	58,888.00	58,888.00	59,374.00	0.00	0.00	0.00	0.00	0.00	59,374.00
0004	113	COMMUNITY LIAISON II	13	2	48,383.00	48,383.00	48,383.00	0.00	0.00	0.00	0.00	0.00	48,383.00
0005	113	STRTGC NAT STCKPL COORD PLNNR	12	1	43,284.00	43,284.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0007	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0008	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0009	113	HEALTH ALRT NTWRK ADM	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0010	113	RISK COMMUNICATION PLANNER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0011	113	HEALTH TECHNICIAN	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0012	113	HEALTH TECHNICIAN	7	1	29,458.00	29,458.00	29,815.00	0.00	0.00	0.00	0.00	0.00	29,815.00
0013	113	HEALTH TECHNICIAN	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
		CREATE POSITION											
0014	**113**	**ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR**	**15**	**1**	**54,526.00**	**54,526.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					451,852.00	451,852.00	399,584.00	0.00	0.00	0.00	0.00	0.00	399,584.00

Request approval to create one (1) regular full-time Assistant Public Health Preparedness Coordinator position, slot no. 0014, Grade level 15 for the period 8/1/2010 to 1/31/2011. Personel action pending CC approval.

ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR

GRADE: 15

GENERAL DESCRIPTION

Works under direction of Public Health Preparedness Coordinator, with overall administered by Public Health Chief Administrative Officer, supports the management responsibility of Public Health Emergency Preparedness (PHEP) Grant, and Early Warning Infectious Disease System (EWIDS) Grant. Responsible for updated training and direct supervision for planning, developing, revising, and implementing public health policies and procedures; Makes recommendations for implementing changes and corrective procedural actions

EXAMPLES OF WORK PERFORMED

Assists with PHEP budget development and fiscal management

Conducts public relations, with the ability to communicate effectively verbally and in writing with public, staff, partners, and stakeholders

Assists with governmental and public health agency structures and resources for innovative practices in public health emergency preparedness, surveillance, and response

Maintains positive working relationships with county emergency management and other public and state/federal agencies in order to address possible health threats whether natural or man-made

Assists with all written reports and correspondence, implements changes, resolves conflict, and solves problems with staff

Ability to lead mediation on various problems solving issues, goals, etc. with staff and funding sources

Develops creative programs which increased efficiency and effectiveness while pursuing additional resources for sustainability

Assists the supervision of all aspects of Public Health Emergency Preparedness and the Response staff and activities

Assists with staff leadership, support, and management of grant responsibilities

Assists with requisite planning activity reports, budget submissions, and/or other documentation for federal and state emergency response funding sources, and adheres to budgetary procedures outlined by county and state auditors.

Assists with development of performance plans and evaluation of PHEP (Bioterrorism) Preparedness Program and other departmental staff

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Assists the public health preparedness coordinator in developing jurisdictional emergency plans by attending meetings and facilitates discussions, reviewing concepts and procedures and coordinating emergency response efforts of various department divisions.

Assists with administrative, technical, and planning duties to integrate bioterrorism and emergency response plans with other emergency management programs as per grant guidelines

Supports and designates staff to serve on teams and working groups for PHEP (Bioterrorism), EWIDS,

Assists in monitoring accounts/expenditures/balances of PHEP (Bioterrorism) and EWIDS Grant budget

Assists with grant requests and completes proposals as directed; performs on-site reviews/audits of PHEP (Bioterrorism) initiatives and collaborated efforts

May be required to work other than normal hours including weekends and holidays

Must provide your own dependable transportation (automobile)

Required to be "on call" as assigned or during an event.

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelors Degree in Public Health Care Administration, Business Administration, Public Health Administration or a related field. Five years of experience in emergency management, public health/community planning, or other related work experience required.

Knowledge, Skills, and Abilities

Knowledge of public health principles and practices, laws and regulations, scientific management, information systems, civil service systems organizational development, and systems analysis

Must possess a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Bilingual preferred

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

AI-22105 **16.C.**

Health Division - CPS-Bioterrorism Preparedness Contract
CC REGULAR

Date:	07/27/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health Dept- TDH PHPSB (1293) FY 2012:
1. Requesting approval to accept the attached CPS-Bioterrorism Preparedness Contract #2010-035706, Attachment #001, in the amount of $607,056.00 for the period 8/1/2010 to 7/31/2012.

2. Approval of Certification of Revenues as certified by the County Auditor for the CPS-Bioterrorism Preparedness Contract.

3. Requesting approval of the attached CPS-Bioterrorism Preparedness Budget and Salary Schedules for the period 8/1/2010 to 7/31/2012 (Acct # 0-1293-441-00-340-013-2)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contract requires a 10% in kind match, no cash match required.
See appropriation for funds

Attachments

Link: Contract
Link: certification of revenues
Link: salaries worksheet- health dept
Link: salary schedule
Link: BUDGET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 10:25 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/23/2010 02:02 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 03:33 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Dan Beltran

Started On: 07/21/2010 08:52 AM

Final Approval Date: 07/23/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2010-035706** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **$607,056.00,** and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on **08/01/2010** and ends on **07/31/2012**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-035706-001 CPS-BIOTERRORISM PREPAREDNESS

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibit

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

DOCUMENT NO. 2010-035706-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000364057

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 08/01/2010 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 10 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154) designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

CONTRACTOR shall continue to address the following CDC Public Health Emergency Preparedness (PHEP) Goals:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 - Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- **Goal 7 - Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public's health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for Federal Fiscal Year (FFY) 2010-2011:

- Countermeasure Distribution
    - **Contractor shall document the following evidence-based benchmarks and objective standards:**
        - Demonstrate capability to dispense material during a public health emergency to include:
            - Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
            - Conduct at least two (2) Points of Dispensing (POD) drills and submit corresponding documentation by July 31, 2011. These drills will include staff call down and at least one (1) of the following: site activation, facility set-up, dispensing, and/or modeling of throughput.
    - Identify priority group members within the jurisdictional population for pandemic influenza countermeasure distribution.
    - If required to participate in the Countermeasure Response Administration (CRA) 2009 Pandemic Influenza Vaccine Administration Exercise, provide required documentation regarding 2009 seasonal influenza mass vaccination clinics.
- Disease Surveillance
    - Improve disease surveillance by assisting hospital and reference laboratories processing of electronic messages to increase the number of laboratory observations in the National Electronic Disease Surveillance System (NEDSS).
- Tactical Communications
    - Improve local public health capabilities in redundant communication methods including use of mobile radio communications that are interactive with local and regional emergency first responders.
    - Developing communication caches within Health Service Regions that can be used at a location that has suffered a significant emergency event.
- All Hazards Planning
    - Assist if needed in completing the Medical Special Needs appendix to Annex H of the State of Texas Emergency Management Plan.
- Workforce Training
    - Facilitate competency based educational activities.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006, and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period (BP) 10 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf);
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2011), attached as Exhibit A;
- Contractor's SFY11 Applicant Information and Budget Detail for SFY11 base cooperative agreement; and
- Preparedness Program Guidance(s) as provided by DSHS.

The CDC PHEP BP10 Extension funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The PHEP Contractor is required to provide matching funds for CDC PHEP BP10 Extension not less than 10% of costs ($1 for each $10 of federal funds provided to the PHEP Contractor by DSHS). Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/docs/2009Original.doc) for

additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget and PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AAR), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as

compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2011).

Contractor shall document the following evidence-based benchmarks and objective standards:

- Demonstrated capability to notify primary, secondary, and tertiary staff to cover all incident management functional roles during a complex incident.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR).

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13A) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA #* 93.069

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, **Statutes and Standards of General Applicability** Section, is amended to include the following:

> Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or

entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Terms** Article, **Amendment** Section, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, is amended to include the following:

Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.

2010-035706-001

Categorical Budget:

PERSONNEL	$496,012.00
FRINGE BENEFITS	$149,175.00
TRAVEL	$6,713.00
EQUIPMENT	$0.00
SUPPLIES	$3,127.00
CONTRACTUAL	$0.00
OTHER	$12,734.00
TOTAL DIRECT CHARGES	$667,761.00
INDIRECT CHARGES	$0.00
TOTAL	$667,761.00
DSHS SHARE	$607,056.00
CONTRACTOR SHARE	$60,705.00
OTHER MATCH	$60,705.00

Total reimbursements will not exceed $607,056.00

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, 08/30/2011, 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-035706
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 22, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$607,056.00	2010-035706-001 CPS-Bioterrorism Preparedness

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7-22-10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
BIOTERRORISM GRANT EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-013-2

Term: 8/1/2010 - 7/31/2012

Slot #	Employee Name	Employee Title	Salary 8/1/2010 12/31/2010	Salary 1/1/2011 7/31/2012	Salary for 12 month Grant Period
013-0001		Public Health Prep Coord	$ 24,739.17	$ 36,366.83	$ 61,106.00
013-0005		SNS Coordinator/Planner	$ 18,120.42	$ 26,636.58	$ 44,757.00
013-0007		LVN-Surveillance	$ 20,204.58	$ 29,700.42	$ 49,905.00
013-0008		LVN-Surveillance	$ 20,204.58	$ 29,700.42	$ 49,905.00
013-0010		Risk Communication Plann	$ 13,235.00	$ 19,456.00	$ 32,691.00
013-0011		Technician II-Surveillance	$ 13,235.00	$ 19,456.00	$ 32,691.00
013-0009		HAN	$ 16,455.42	$ 24,189.58	$ 40,645.00
013-0004		Community Prep.Liaison	$ 20,032.08	$ 29,445.92	$ 49,478.00
013-0012		Neds Technician	$ 13,235.00	$ 19,456.00	$ 32,691.00
013-0013		Flu Surveillance Tech.	$ 12,610.00	$ 18,537.00	$ 31,147.00
013-0014		Asst PHP Coordinator	$ -	$ 25,900.00	$ 25,900.00
	Bio-Terrorism Salary		**$ 172,071.25**	**$ 278,844.75**	**$ 450,916.00**
	FICA	7.65%			$ 34,495.07
	Retirement	8.92%			$ 40,221.70
	Unemployment	0.50%			$ 2,254.58
	Worker's Comp.	3.27%			$ 14,344.65
	Health Insurance	$4,164/Yr.			$ 45,804.00
	Life Insurance	$33/Yr			$ 363.00
	Bio Fringe Benefit		**$ -**	**$ -**	**$ 137,483.00**
	Bio-Terrorism Sal/FB		**$ 172,071.25**	**$ 278,844.75**	**$ 588,399.00**

Position titles & amts, for reporting purposes only. Re

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1293-441-00-340-013-2

AI - 22105

TDH PHPSB

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC HEALTH PREP COORD	16	1	58,888.00	58,888.00	59,374.00	0.00	0.00	0.00	0.00	0.00	59,374.00
0004	113	COMMUNITY LIAISON II	13	2	48,383.00	48,383.00	48,383.00	0.00	0.00	0.00	0.00	0.00	48,383.00
0005	113	STRTGC NAT STCKPL COORD PLNNR	12	1	43,284.00	43,284.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0007	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0008	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0009	113	HEALTH ALRT NTWRK ADM	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0010	113	RISK COMMUNICATION PLANNER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0011	113	HEALTH TECHNICIAN	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0012	113	HEALTH TECHNICIAN	7	1	29,458.00	29,458.00	29,815.00	0.00	0.00	0.00	0.00	0.00	29,815.00
0013	113	HEALTH TECHNICIAN	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0014	113	ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR	15	1	54,526.00	54,526.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					451,852.00	451,852.00	399,584.00	0.00	0.00	0.00	0.00	0.00	399,584.00

DATE: July 20, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-013-2 CPS-Bioterrorism Preparedness Contract

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-013-2-113	Regular F/T Employees	$ 450,916.00
0-1293-441-00-340-013-2-211	Health Insurance	$ 45,804.00
0-1293-441-00-340-013-2-212	Life Insurance	$ 363.00
0-1293-441-00-340-013-2-220	FICA	$ 34,495.07
0-1293-441-00-340-013-2-230	Retirement	$ 40,221.70
0-1293-441-00-340-013-2-250	Unemployment Compensation	$ 2,254.58
0-1293-441-00-340-013-2-260	Workers Compensation	$ 14,344.65
0-1293-441-00-340-013-2-413	Elec Surveillance & Security	$ 462.00
0-1293-441-00-340-013-2-432	R&M Services - Equipment & Vehicle	$ 974.00
0-1293-441-00-340-013-2-442	Rental of Equipment & Vehicles	$ 6,588.00
0-1293-441-00-340-013-2-534	Internet Services	$ 1,890.00
0-1293-441-00-340-013-2-583	Out of County Travel	$ 4,920.00
0-1293-441-00-340-013-2-584	Registration Fees	$ 1,820.00
0-1293-441-00-340-013-2-601	Office and Computer Supplies	$ 1,003.00
0-1293-441-00-340-013-2-626	Gasoline/Diesel	$ 1,000.00
0-1293-334-10-340-013-2000	TDH PHPSB Revenues	607,056.00
	TOTAL BUDGET	$ 607,056.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement CPS-Bioterrorism Preparedness Contract for the period 8/1/2010 - 7/31/2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-22119 **16.D.**

Substance Abuse Facility Update

CC REGULAR

Date:	07/27/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Update regarding Primary Care/Substance Abuse Facility

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Substance Abuse Facility Update

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 02:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/23/2010 10:06 AM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:06 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:36 PM	APRV

Form Started By: Josie Escalante — Started On: 07/21/2010 02:23 PM

Final Approval Date: 07/23/2010

AI-22129 **16.E.**

Health Division - FY2011 RLSS-LPHS Contract

CC REGULAR

Date:	07/27/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health Dept- OPHP-LPH (1293):
1. Requesting approval to accept the attached FY2011 RLSS-LPHS Contract # 2011-035550, Attachment #001, in the amount of $126,424.00 for the period 9/1/2010 to 8/31/2011.

2. Approval of Certification of Revenues as certified by the County Auditor for the FY2011 RLSS-LPHS Contract.

3. Requesting approval of the attached FY2011 RLSS-LPHS Contract Budget and Salary Schedules for the period 9/1/2010 to 8/31/2011 (Acct # 0-1293-441-00-340-006-1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

See appropriation of funds.

Attachments

Link: Contract

Link: certification of revenues

Link: salary schedule

Link: salaries worksheet

Link: BUDGET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:52 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/23/2010 02:38 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 03:34 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:39 PM	APRV

Form Started By: Dan Beltran

Started On: 07/21/2010 04:25 PM

Final Approval Date: 07/23/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-035550 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $126,424.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2011-035550-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s). N/A
   e. Contractor's response(s) to the Solicitation Document(s). N/A
   f. Exhibits attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

by signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

DOCUMENT NO. 2011-035550-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000363927

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY11 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section **4.05 Financial Status Reports (FSRs). Article is revised to include the following paragraph:**

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49th Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 22, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$126,424.00	2011-035550-001 RLSS-Local Public Health System

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7-22-10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1293-441-00-340-006-1

AI - 22129

OPHP-LPH

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	HEALTH INFRMTN TECHNICIAN	8	0	30,224.00	30,224.00	30,224.00	0.00	0.00	0.00	0.00	0.00	30,224.00
0002	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
G003	113	PUBLIC HEALTH SPECIALIST	9	3	36,766.00	18,611.00	18,611.00	0.00	0.00	0.00	0.00	0.00	18,611.00
G004	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	7,737.00	7,737.00	0.00	0.00	0.00	0.00	0.00	7,737.00
				TOTAL	129,171.00	83,596.00	83,596.00	0.00	0.00	0.00	0.00	0.00	83,596.00

HIDALGO COUNTY HEALTH HUMAN SERVICES DEPARTMENT
RLSS/LPHS-OPHP GRANT EMPLOYEE SALARY SCHEDULE
ACCT # 0-1293-441-00-340-006-1

Term: 9/1/2010 - 8/31/2011

Slot #	Employee Name	Employee Title	Salary 9/1/2010 12/31/2010	Salary 1/1/2011 8/31/2011	Salary for 12 month Grant Period
006-G003	Bryan, Maria R.	Public Health Specialist	$ 6,203.67	$ 13,028.00	$ 19,231.67
006-G004	Rocha, Sylvia	Administrative Asst III	$ 2,579.00	$ 5,416.00	$ 7,995.00
006-0002	Pena, Sylvia	Clerk III	$ 9,008.00	$ 18,916.80	$ 27,924.80
006-G001	Chapa, Jose S.	Health Information Tech.	$ 10,605.00	$ 22,273.53	$ 32,878.53
	OPHP Salary		**$ 28,395.67**	**$ 59,634.33**	**$ 88,030.00**
	FICA	7.65%			$ 6,734.30
	Retirement	8.92%			$ 7,852.28
	Unemployment	0.50%			$ 440.15
	Worker's Comp.	3.27%			$ 2,878.57
	Health Insurance	$4,164/Yr.			$ 11,312.70
	Life Insurance	$33/Yr.			$ 100.00
	OPHP F.B. Total		**$ -**	**$ -**	**$ 29,318.00**
	OPHP Sal/FB Total				**$ 117,348.00**

Position titles & amts for reporting purposes only.

DATE: July 21, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-006-1 RLSS-LPHS Contract

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-006-1-113	Regular F/T Employees	$ 88,030.00
0-1293-441-00-340-006-1-211	Health Insurance	$ 100.00
0-1293-441-00-340-006-1-212	Life Insurance	$ 11,312.70
0-1293-441-00-340-006-1-220	FICA	$ 6,734.30
0-1293-441-00-340-006-1-230	Retirement	$ 7,852.28
0-1293-441-00-340-006-1-250	Unemployment Compensation	$ 440.15
0-1293-441-00-340-006-1-260	Workers Compensation	$ 2,878.57
0-1293-441-00-340-006-1-601	Office and Computer Supplies	$ 4,538.00
0-1293-441-00-340-006-1-603	Educational/Instructional Supplies	$ 4,538.00
0-1293334-10-340-006-1-000	RLSS-DPHP Revenues	$ 126,424.00
	TOTAL BUDGET	$ 126,424.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement RLSS-Local Public Health System Contract for the period 9/1/2010 - 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-22158 **16.F.**

STC Program Agreement & Interlocal Agreement

CC REGULAR

Date:	07/27/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the Affiliation and Program Agreement for Clinical Experience between Hidalgo County Health & Human Services and South Texas College for a three year term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo County Health Department through its administrators and staff, and STC through the administrators and staff of its Allied Health Education Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of allied health.

No financial obligation exists between either party to this Agreement.

The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.

The AFFILIATE (Hidalgo County Health Dept.) will not be charged for any services performed by STC students or personnel in connection with the program contemplated by this agreement. The AFFILIATE will not have any obligation to pay the salaries or expenses of any students or personnel of STC in connection with this program.

Attachments

Link: STC Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 03:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/23/2010 03:13 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 04:03 PM	APRV

4	Purchasing Department Marty Salazar	07/23/2010 04:27 PM	APRV

Form Started By: Josie Escalante

Started On: 07/22/2010 02:08 PM

Final Approval Date: 07/23/2010

AFFILIATION AND PROGRAM AGREEMENT
FOR CLINICAL EXPERIENCE

This AGREEMENT is made the _____ day of _____, by and between **HIDALGO COUNTY HEALTH DEPARTMENT** and **SOUTH TEXAS COLLEGE.**

WHEREAS, **HIDALGO COUNTY HEALTH DEPARTMENT** (hereinafter referred to as "AFFILIATE") and **SOUTH TEXAS COLLEGE** (hereinafter referred to as "STC") recognize that trained personnel in the fields of allied health are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the AFFILIATE through its administrators and staff, and STC through the administrators and staff of its Allied Health Education Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of allied health.

In mutual consideration of the foregoing and following, STC and AFFILIATE agree as follows:

I. TERMS

1. This agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.

2. This agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this agreement. Non-consensual termination shall become effective three months after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. GENERAL UNDERSTANDING

The parties hereto recognize that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and tender the highest service to the public.

III. NOTICES

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by mail addressed as follows:

HIDALGO COUNTY HEALTH DEPARTMENT
1304 S. 25TH DEPARTMENT
EDINBURG, TX 78539
CONTACT PERSON:
LYDIA SERNA
PHONE: (956) 383-6221

or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee and upon verification.

IV. JOINT PROGRAM RESPONSIBILITIES

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity in maintaining good patient care.

2. It is mutually agreed that those students permitted to utilize the AFFILIATE under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the clinical material available.

3. Visits by STC staff to the AFFILIATE and visits by AFFILIATE staff to the College are accepted and welcomed for purposes of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.

4. The determination of the number of assigned students, the schedules, and the availability of the AFFILIATE shall be made by mutual agreement between the liaisons designated by both parties.

5. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the clinical education of students.

6. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between AFFILIATE and student, all matters including rights and responsibilities related to such employment are the sole concern of AFFILIATE and student.

7. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.

8. In accordance with the Program Affiliation Agreement, the AFFILIATE representative is:

HIDALGO COUNTY HEALTH DEPARTMENT
1304 S. 25TH DEPARTMENT
EDINBURG, TX 78539
CONTACT PERSON:
LYDIA SERNA
PHONE: (956) 383-6221

The STC representative is:

Melba Treviño
Nursing and Allied Health Division Interim Dean
South Texas College
P.O. Box 9701
McAllen, Texas, 78502-9701
Phone: (956) 872-3120
Fax: (956) 872-3115

9. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.

10. Representatives from the AFFILIATE and STC shall meet at least once each year to review the progress of the program and make policy for the next year.

V. OBLIGATIONS, RIGHTS, AND RESPONSIBILITIES OF STC

1. STC will provide qualified instructors as expressed in the curriculum and who have appropriate licensure for the courses that they teach.

2. Instructors and students of the Program will comply with the existing policies of the AFFILIATE when carrying out the "AFFILIATE Centered" portion of the Program.

3. STC will require the students to be properly attired when reporting for clinical experience.

4. Students will have current immunizations for Measles, Mumps, Rubella, Diphtheria, Tetanus, and Tuberculosis Skin Test and if positive a chest X-ray.

5. STC will maintain on file for quick reference at the College the following information:

    a. MMR (Measles, Mumps, Rubella)
    b. Polio
    c. Hepatitis B (strongly recommended)
    d. Influenza (strongly recommended)
    e. TB skin test or chest X-ray

6. STC will instruct its students and faculty to respect the confidential nature of all information which may come to their knowledge in their experience with members of the health care team, patients and AFFILIATE records.

7. STC instructors and its students recognize that they are not subject to coverage by the AFFILIATE'S Worker's Compensation Program.

8. Students must wear a photographic identification badge at all times while on the AFFILIATE premises.

9. STC faculty will cooperate with and participate in the AFFILIATE inservice programs as appropriate.

10. STC faculty will be responsible for administrative functions related to the student experience, such as records of rotation, attendance, and proficiency.

11. STC faculty will evaluate and counsel students with regards to performance.

12. The students will be subject to rules and regulations pertaining to regular employees of the AFFILIATE.

13. The faculty and students will meet the standards for patient care of the AFFILIATE.

14. STC will provide teaching facilities for students and faculty of the program.

15. Control of the program ultimately rests with STC. STC is responsible for preparing students for the clinical education phase of their education and assumes full responsibility for the planning and execution of the education program. STC will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisite to Program completion which include infectious control issues.

16. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.

17. STC will supervise this practical experience to assure safe practice for the student and STC faculty and staff.

18. STC will maintain appropriate accreditation of its academic programs.

19. STC will provide relevant background information on students as requested by the AFFILIATE to the extent permitted by law.

20. STC will be responsible for the final grading of the students.

21. STC will instruct its students to comply with the existing policies of the AFFILIATE that when carrying out the "Clinical Duties" that meet the standard for patient care of the AFFILIATE.

22. STC will cause to be made available from third parties, liability and accident insurance for students enrolled in the program. At the student's expense, students will be required to carry professional liability in the amount of $1,000,000 per student/$3,000,000 aggregate per student, STC will maintain current proof of such insurance on file in the clinical AFFILIATE administrator's office.

VI. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE AFFILIATE

1. AFFILIATE agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon by the AFFILIATE and STC; the evaluation forms to be provided by STC.

2. AFFILIATE will allow participating students to use any library facilities which are open to the AFFILIATE staff.

3. AFFILIATE will assume the cost of equipment that is broken or damaged in its normal use.

4. AFFILIATE will orient the STC faculty and students to facilities and policies.

5. AFFILIATE will inform its professional staff of its participation in the various training programs of STC.

6. The teaching equipment owned by AFFILIATE may be used in the teaching program necessary for demonstration of patient care skills in the clinical phase of the program.

7. AFFILIATE will supply, without remuneration to the student, opportunity for practical and/or observation experience designed to supplement theory training given by STC.

8. AFFILIATE will monitor clinical experience as necessary to assure safe practice for the student and others, including patients/residents of AFFILIATE.

9. Students may not take the responsibility or the place of "qualified" staff. However, after demonstrating proficiency, students may be permitted to perform procedures with careful supervision.

10. AFFILIATE reserves the rights, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the AFFILIATE or any appropriate authority controlling and directing said AFFILIATE.

11. AFFILIATE may assign this agreement upon the sale of AFFILIATE'S facilities to be effective upon notice by AFFILIATE to STC of such assignment.

VII. GENERAL PROVISIONS

1. The AFFILIATE will not be charged for any services performed by STC students or personnel in connection with the program contemplated by this agreement. The AFFILIATE will not have any obligation to pay the salaries or expenses of any students or personnel of STC in connection with this program.

2. Under no circumstances will an STC student or personnel be considered agents or employees of the AFFILIATE, but rather will be considered to be on the AFFILIATE premises for the purpose of teaching or acquiring health care skills.

3. It is understood that in as much as possible, the students and instructors will be free of communicable diseases and will have an annual PPD and/or chest X-ray.

4. <u>HIPAA Requirements.</u>

   The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this

Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

5. School Status.

School represents and warrants to AFFILIATE that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify AFFILIATE of any change in status of the representation and warranty set forth in this section. Any breach of this Section 17 shall give AFFILIATE the right to immediately terminate this Agreement for cause.

VIII. INDEMNIFICATION

STC agrees to indemnify and hold harmless AFFILIATE from any and all claims, demands, damages liabilities, and cost incurred by AFFILIATE, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of STC, its agents, or employees, in performing STC obligations hereunder. AFFILIATE agrees to indemnify and hold harmless STC from any and all claims, demands, damages liabilities, and cost incurred by STC which directly or indirectly result from or arise in connection with any act or omission of AFFILIATE, its agents or employees, in performing AFFILIATE'S obligation hereunder.

IX. LIMITATION ON CIVIL LIABILITY

A person who authorizes, sponsors, supports, finances, or supervises the functions of STC personnel is not liable for civil damages for an act or omission connected with training STC personnel, or with services for treatment given to a patient or potential patient by STC personnel if training, services, or treatment is performed in accordance with the standard of ordinary care.

X. FURTHER AGREEMENTS

This basic agreement, with addenda paragraphs, constitutes the entire agreement of the parties hereto. At such time, STC and the AFFILIATE desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XI. TITLE VII OF THE CIVIL RIGHTS ACT

In keeping with Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity included herein.

XII. ATTORNEY FEES AND COSTS

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

XIII. TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the County where the AFFILIATE is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by:

AFFILIATE:

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____ ATTEST:

_____

Its: _____ By _____

Date: _____ _____

Date: _____

STC
SOUTH TEXAS COLLEGE ATTEST:

BY: _____ By: _____

Dr. Shirley A. Reed _____

President Date: _____

Date: _____

AI-22116 **17.A.**

Water/Sewer Improvements - City of La Villa

CC REGULAR

Date:	07/27/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of the City of La Villa, is requesting approval and award of best and final negotiated contract with Noe Garza Engineers, Inc. in the amount of $60.000.00. This project will utilize Community Development Block Grant (CDBG) Years 17, 18, 22, & 23 (2004,2005,2009 & 2010) Water/Sewer Improvements funds.

BACKGROUND

Noe Garza Engineers, Inc. has submitted a best and final offer for professional engineering services for the Water/Sewer Improvements Project within the City of La Villa. Noe Garza Engineers, Inc. was the highest ranked firm by County Commissioners' Court.
(See attached scope of services and Best and Final Offer Letter).

Contract Amount: $ 60,000.00

Funds Available:	$ 969.50	2004 – Water/Sewer Improvements
	$ 40,049.19	2005 – Water/Sewer Improvements
	$ 259,665.97	2009 – Water/Sewer Improvements
	$261,000.00	2010 – Water/Sewer Improvements
Total:	**$561,684.66**	

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize CDBG Year 17, 18, 22, 23 (2004, 2005, 2009, 2010) Water/Sewer Improvement funds for the City of La Villa project.

Contract Amount: $ 60,000.00
Funds Available: $561,684.66

Attachments

Link: engineering scope of svcs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 03:12 PM	APRV
2	Perla Lopez	Perla Lopez	07/22/2010 09:05 AM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:11 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:42 PM	APRV

Form Started By: Estella Webber Started On: 07/21/2010 01:49 PM

Final Approval Date: 07/23/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 27th day of July 2010 by and between City of La Villa, (hereinafter called the "Party") and Noe Garza Engineering, Inc., duly authorized Engineer, herein acting by Noe Garza, P.E. (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Water/Sewer Improvements Account(s) 5004/05/09-20-0310-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of City of La Villa Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 60,000.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be July 27, 2010. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Noe Garza, P.E

Firm Name: Noe Garza Engineering, Inc.

Address: 208 W. Ferguson Unit 2
City/ST/ZIP: Pharr, TX 78577

FED ID #/SS #: 74-2407711

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

NGE
NOE GARZA ENGINEERS, INC. NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577 FAX (956) 783-1209
www.ngeinc.net (956) 783-1207

EXHIBIT A
SCOPE OF SERVICES
CITY OF LA VILLA
WATER PLANT IMPROVEMENTS

The City of La Villa proposes to construct improvements to the following:

Water Plant:

Upgrade Valves, upgrade electrical systems, provide chemicals to treat water (chemicals not used at this time), upgrade RAW & reservoir water pumps, upgrade sludge ponds, upgrade radio control to water tower, upgrade filters, upgrade & relocate turbidity meters, upgrade plant meters that measure water in and out of plant, upgrade chemical feeds and provide scada system.

Contract Amount: **$60,000.00**

PROJECT TASKS

- **Design of plans and specifications** for upgrading of valve system in the City to improve function during water breaks.
- **Project will consist of** upgrading valves to isolate water breaks without shutting down the whole City and Water Plant Improvements.
- **Prepare preliminary plans** and estimates for guidance and review and input from city staff.
- **Final plans & specifications**: Final plans & specifications will be prepared for proper bidding and construction.
- **Bidding and award**:
  - **Bidding Process**: A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project.
    Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the City desires.
  - **Bid Recommendations**: After receipt of bids by the City, we will tabulate the bids and make recommendations in consultation with City Staff.
  - **Award**: We will prepare necessary contract documents for execution after award by the City.
- Construction will be under observation on an on-going basis. We will provide construction staking for the contractor and certify request for payments. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of the inspection will determine a certificate of completion of a punch list of items to be completed.
- **As Builts**: We will provide the City and UCP with the "as builts".

STATE OF TEXAS
NOE GARZA
30486
REGISTERED
PROFESSIONAL ENGINEER
15 July 10

NGE
NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
www.ngeinc.net
FAX (956) 783-1209
(956) 783-1207

JUL 15 2010

MEMORANDUM

TO: Mr. Javier Rodriguez, City Manager
City of La Villa

FROM: Noe Garza, P.E.

DATE: July 14, 2010

SUBJECT: City of La Villa – Water Plant Improvements
Urban County Program

This is to inform you that Noe Garza Engineers, Inc. is able to perform Engineering Services for $60,000.00 under the Urban County Program. This is our best and final offer. If you should have any questions please call our office at 956.783.1207.

208 WEST FERGUSON UNIT 2, PHARR, TX { NOE GARZA ENGINEERS, INC.} (956) 783-1207

PROJECT CITY OF LA VILLA

GENERAL DESCRIPTION WATER PLANT IMPROVEMENTS

ITEM NO.	DESCRIPTION	THIS ESTIMATE		UNIT PRICE	TOTAL
	WATER				
1	ELECTRICAL	1	L.S.	$ 350,000.00	$ 350,000.00
2	UPGRADE VALVES, PROVIDE	1	L.S.	$ 150,000.00	$ 150,000.00
	CHEMICALS TO TREAT WATER, UPGRADE				
	RAW & RESERVOIR WATER PUMPS,				
	UPGRADE SLUDGE PONDS, UPGRADE				
	FILTERS & RELOCATE TURBIDITY				
	METERS, UPGRADE CHEMICAL FEEDS				
	AND PROVIDE SCADA SYSTEM.				
	SUBTOTAL				$ 500,000.00
	ENGINEERING				$ 60,000.00
	GRAND TOTAL				$ 560,000.00

07/15/2010
DATE

STATE OF TEXAS
NOE GARZA
30486
REGISTERED PROFESSIONAL ENGINEER

REG. PROFESSIONAL ENGINEER

AI-22140 **17.B.**

Material Testing service contract - City of Alton

CC REGULAR

Date:	07/27/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) material testing service firms from the County's approved "pool" as graded and evaluated by The City of Alton, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) City of Alton Street Improvements.

FIRM	GRADE	RANK
Earth Co.	88.00%	
Millennium Engineers Group	93.67%	
Raba-Kistner Consultants, Inc.	98.34%	

3. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of material testing services for City of Alton Street Improvements.

BACKGROUND

The three material testing service firms rated from the County's "pool" are Earth Co., Millennium Engineering Group, and Raba-Kistner Consultants, Inc. for Street Improvements in the City of Alton.
(Attached see grading grid for your review).

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grading grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 10:45 AM	APRV
2	Perla Lopez	Perla Lopez	07/22/2010 04:26 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:13 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:42 PM	APRV

Form Started By: Estella Webber Started On: 07/22/2010 08:45 AM

Final Approval Date: 07/23/2010

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____.

Date: July 22, 2010 Meeting Date Request: July 27, 2010

Deadline for Action: July 27, 2010 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956)787-5291

Diana R. Serna, UCP Director _____.

Caption:

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services;

b. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioner's Court of at least three (3) material testing service firms from the County's approved "pool" as graded and evaluated by The City of Alton, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) City of Alton Street Improvements.

	Grade	Ranked
Raba-Kistner Consultants, Inc.	98.34%	_____
Millennium Engineers Group	93.67%	_____
Earth Co.	88.00%	_____

c. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of material testing services for City of Alton Street Improvements.

Background:

The three material testing service firms rated from the County's "pool" are Earth Co., Millennium Engineering Group, and Raba-Kistner Consultants, Inc. for Street Improvements in the City of Alton. Attached see grading grid for your review.

Deputy Director: _____ Manager: _____ Finance: _____

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

Hidalgo County – Urban County Program
City of Alton
Construction Material Testing Services
Street Improvements
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			Millennium Engineers Group			Earth Co.		
	Grader Alton	Grader UCP	Grader P. Dept.	Grader Alton	Grader UCP	Grader P. Dept.	Grader Alton	Grader UCP	Grader P. Dept.
Selection Criteria	20	20	20	20	20	20	20	20	17
Experience of Project Team	25	25	25	20	20	21	20	15	18
Experience/Availability of Project Manager	20	18	17	20	15	20	20	18	18
Understanding Projects	25	25	25	25	25	25	25	25	18
Familiarity w/Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	100	98	97	95	90	96	95	88	81
AVERAGES		98.34%			93.67%			88.00%	

AI-22120 **17.C.**

Street Improvements project - Pct. #4

CC REGULAR

Date:	07/27/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of the Hidalgo County Precinct No. 4, is requesting approval and award of best and final negotiated contract with Millennium Engineers Group, Inc. in the amount of $7,446.00 utilizing Community Development Block Grant (CDBG) Year 21 (2008) Street Improvements funds.

BACKGROUND

Millennium Engineers Group, Inc. has submitted a best and final offer for construction materials testing services for a Street Improvements project (Dillon Road) within Hidalgo County Precinct No. 4. Millennium Engineers Group, Inc. was the highest ranked firm by County Commissioner's Court.
(See attached scope of services and Best and Final Offer Letter).

Contract Amount:	$7,446.00
Funds Available:	$247,988.10 FY Year 21 (2008) Street Improvements

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) CDBG funds for the Precinct #4 Street Improvement project.

Contract Amount: $ 7,446.00
Funds Available: $247,988.10

Attachments

Link: street project

Link: scope of services/fee schedule

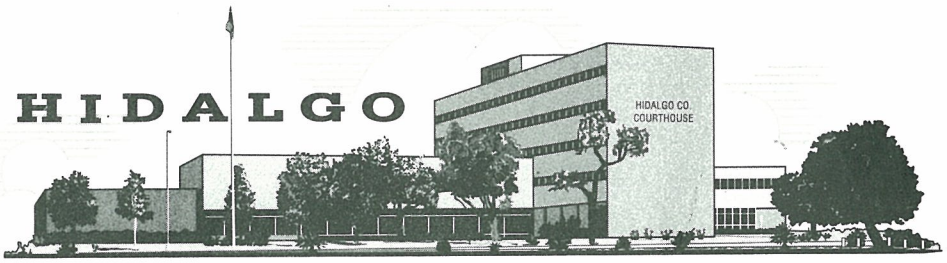
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 04:29 PM	APRV
2	Perla Lopez	Perla Lopez	07/23/2010 08:49 AM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:12 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:42 PM	APRV

Form Started By: Estella Webber Started On: 07/21/2010 03:18 PM

Final Approval Date: 07/23/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

TO: *Monica Leal, Coordinator*
Urban County Program

FROM: *Gloria A. Beltran* GAB
Hidalgo County Precinct 4

DATE: *July 20, 2010*

REF: ***Dillion Rd/UCP Yr 21*** *- MEG Material Testing Proposal*

Enclosed is the original proposal for soil testing services on Dillion Road from ***Millennium Engineers Group, Inc.*** *After review of services to be rendered we have determined the proposed fee to be fair and reasonable.*

Please process as required in order to issue a purchase order in the amount of $7,446.00 to Millennium Engineers Group, Inc.

Should you have any questions or require additional information feel free to contact me at (956)383-3112.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 27th day of July 2010 by and between Hidalgo County Precinct No. 4, (hereinafter called the "Party") and Millennium Engineers, Inc., duly authorized Engineer, herein acting by Raul Palma, P.E. (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5008-94-0311-5000-9400. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County Precinct No. 4** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $7,446.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be July 27, 2010. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Raul Palma, P.E.

Firm Name: Millennium Engineers Group, Inc.

Address: PO Box 4569
City/ST/ZIP: Edinburg, TX 78540-4569

FED ID #/SS #: **74-2996684**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

July 15, 2010

Hidalgo County Precinct #4
Commissioner Oscar Garza
1051 N. Doolittle
Edinburg, Texas 78541

Subject: Letter of Proposal
Dillion Road
Construction Materials Testing Services
MEG Proposal No. 01-10-140

Dear Mr. Garza:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Hidalgo County Precinct #4 (CLIENT) to offer our services in the following area(s):

- **Construction Materials Testing Services**

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

It is our understanding that the subject project is for Dillion Road located in Hidalgo County, Texas. The attached authorization for professional services includes basic engineering services for construction materials testing. The estimated cost of services is **$7,446.00**, the actual cost for providing the subject services to this project will depend on the contractor's construction process. This may include such items as construction methods, construction sequence and scheduling and weather. If there is any change in the project requirements from those mentioned, please notify us of the changes.

Please provide project plans and construction documents other information pertinent to the subject project. You may send electronic files to **meg@megengineers.com**. If you have any questions please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please sign the attached agreement with initials on each page and return one signed copy of this master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.

for

Raul Palma, P.E.
President

Attachments:
Proposal 01-10-140
Authorization for Professional Services and Provisions
Attachment "A", Scope of Services
Attachment "B", Engineer's Contract Fee Schedule

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
5/10/2010	01-10-140

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project Name
Dillion Road

Description	Qty	Cost	Total
Atterberg Limits	1	59.00	59.00
Sieve Analysis	1	50.00	50.00
Modified Proctor	1	185.00	185.00
Field Density (Soils)	54	22.00	1,188.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	3	225.00	675.00
Engr. Technician (Soils)	26	40.00	1,040.00
Engr. Technician (Asphalt)	38	43.00	1,634.00
Engineer	5	125.00	625.00
Vehicle Charge	14	35.00	490.00
Clerical and Administration	10	40.00	400.00
Test Report	20	30.00	600.00
Project Management & Coordination	5	65.00	325.00

Total $7,446.00

JUL 20 2010

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Dillion Road
PROPOSAL NUMBER: 01-10-140

CLIENT: Hidalgo County Precinct #4
Commissioner Oscar Garza
ADDRESS: 1051 N. Doolittle
Edinburg, Texas 78541

hereby requests and authorizes Millennium Engineers Group, Inc. to perform the following services:

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in **"Attachment A – Scope of Services"** attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a unit cost basis for each testing and/or inspection service. The unit cost for each testing and/or inspection item are identified in **"Attachment B – Engineer's Fee Schedule"**. Compensation will be determined by the actual quantity of units of services rendered and applying the appropriate unit cost to determine the cost of services rendered. The actual cost for providing the subject services to this project will depend on the construction process. This may include such items as construction methods, construction sequence and scheduling and weather. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 "Additional Services"** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Approved for Hidalgo County Precinct 4

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved for **Millennium Engineers Group Inc.**

By: _____ for

Raul Palma
President

Date: 07-15-10

Initials _____

PROVISIONS

1. **AUTHORIZATION TO PROCEED**
   Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
   MILLENNIUM ENGINEERS GROUP, INC. will charge overtime at the rate of 1.3 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
   Project management will be billed for coordination and management of project and personnel.

4. **OUTSIDE SERVICES**
   When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MILLENNIUM ENGINEERS GROUP, INC.'s administrative costs, as provided on the previous page of the authorization.

5. **COST ESTIMATES**
   Any cost estimate provided by MILLENNIUM ENGINEERS GROUP, INC. will be on a basis of experience and judgement, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MILLENNIUM ENGINEERS GROUP, INC. cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS**
   MILLENNIUM ENGINEERS GROUP, INC. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MILLENNIUM ENGINEERS GROUP, INC. makes no other warranty, expressed or implied.

7. **TERMINATION**
   Either CLIENT or MILLENNIUM ENGINEERS GROUP, INC. may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MILLENNIUM ENGINEERS GROUP, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. **LEGAL EXPENSES**
   In the event legal action is brought by CLIENT or MILLENNIUM ENGINEERS GROUP, INC. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

9. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by **MILLENNIUM ENGINEERS GROUP, INC.** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MILLENNIUM ENGINEERS GROUP, INC., and if such interest exceeds the principal balance of CLIENT's indebtedness to MILLENNIUM ENGINEERS GROUP, INC. will be returned to the CLIENT. It is the intent of MILLENNIUM ENGINEERS GROUP, INC. and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MILLENNIUM ENGINEERS GROUP, INC. agree that in the event CLIENT and MILLENNIUM ENGINEERS GROUP, INC. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MILLENNIUM ENGINEERS GROUP, INC. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MILLENNIUM ENGINEERS GROUP, INC.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

10. LIMITATION OF LIABLITY

MILLENNIUM ENGINEERS GROUP, INC.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

11. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by MILLENNIUM ENGINEERS GROUP, INC. if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MILLENNIUM ENGINEERS GROUP, INC., and which is referenced under Compensation.

12. SALES TAX

In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

13. TEMINATION FOR NON-PAYMENT OF FEES

MILLENNIUM ENGINEERS GROUP, INC. may terminate this contract by giving written notice if any MILLENNIUM ENGINEERS GROUP, INC. invoice remains unpaid for more than sixty (60) days. MILLENNIUM ENGINEERS GROUP, INC.'s right to terminate this contract shall not be waived by MILLENNIUM ENGINEERS GROUP, INC.'s continued performance during any period of investigation by MILLENNIUM ENGINEERS GROUP, INC. to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

ATTACHMENT "A"

SCOPE OF SERVICES

This part of the project consists of providing basic engineering services for construction materials testing for Dillion Road located in Hidalgo County, Texas.

Environmental, Geotechnical Engineering and Inspection services if requested from the Engineer, will be considered additional services.

TASK I – Project Construction Materials Testing and Field Services

A. Review of plans, specifications and other construction documents as provided by the client.
B. Provide periodic project construction materials testing in the field as requested by the client and/or client's representative.

TASK II – Laboratory Testing and Report Preparation

A. Provide laboratory testing of project construction materials as requested by the client and/or client's representative.
B. Provide review of the project reports for compliance with project plans, specifications and other construction documents as provided by the client.
C. Provide a copy of the project reports to the client. Fax or electronic copy of project reports will be provided to the client and/or client's designees when requested by client.

ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Millennium Engineers Group, Inc. can provide or obtain the following services but they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as deemed necessary on a project-by-project basis.

1. Environmental Services.
2. Geotechnical Engineering Services.
3. Site Evaluations for OSSF or Design of On-Site Sewage Facilities.
4. Construction Inspections or Resident Project Representative Services.
5. Special investigations.
6. Coordination and/or attendance of meetings, unless otherwise specified.
7. Court appearances, depositions, or any other involvement in litigation.

FEE AND BILLING

Millennium Engineers Group, Inc. will accomplish the services described in Task I through Task II on the basis of a unit cost fee. Services rendered will be billed as defined in Attachment "B". Services will be billed as services are rendered and are due upon receipt. Additional services by Millennium Engineers Group, Inc. will be billed as defined in Attachment "B". Additional services provided by an outside source will be billed at invoice cost plus 15% for administration purposes. We anticipate basic service fees for project to be as budgeted below:

Expected Basic Engineering Services for Construction Materials Testing:	$ 7,446.00
Expected Total Fee:	**$ 7,446.00**

ATTACHMENT "B"

CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. Services will be rendered on an as needed basis and are dependent on the contractor's work schedule and progress. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the Client's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils Testing Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Atterberg Limits	Each	$59.00
	Sieve Analysis (4 Sieves)(Up to No. 40)	Each	$50.00
	Amount Passing No. 200 Sieve	Each	$42.00
	Moisture Density Relationship – ASTM D698 (Standard)	Each	$175.00
	Moisture Density Relationship – ASTM D1557 (Modified Proctor)	Each	$185.00
	Field Density (Soils)	Each	$22.00
	Depth/Thickness Determination	Each	$6.00
	Wet Ball Mill (Tex 116-E)	Each	$175.00
	Soil-Lime Testing	Each	$275.00
	Moisture Content (Large)	Each	$35.00
	Moisture Content (Small)	Each	$8.00
	Linear Shrinkage (Tex 107E)	Each	$65.00
	Resistivity of Soils (Tex 129E)	Each	$85.00

Concrete/Masonry Testing Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Air Content of Fresh Concrete (Pressure Method)(In conjunction w/ inspection.)	Each	$20.00
	Normal Weight Concrete Compressive Strength (6"dia.x12" Cylinder)(ASTM C39 & C617, TxDOT 418A)(Delivered to Lab)(Min. of 4)	Each	$16.00
	Normal Weight Concrete Flexure Strength (6"x6"x22")(ASTM C78 or Tex 448A)(Delivered to Lab)(Min. of 2)	Each	$30.00
	Saw Concrete Specimen Ends	Each	$25.00
	Mortar Prism (Compression)(Set of 4)	Each	$20.00
	Other Concrete Services	Each	By Quote

Technician Inspection Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Engineering Technician (Sampling Subgrade, Base or Fill: Subgrade & Fill Embankment Observations; Material Preparation; Nuclear Density Testing, Etc.)(Min. 2 hrs)	Hour	$40.00
	Asphalt or Concrete Engineering Technician (Asphaltic Paving Observation & Testing; Portland Cement Concrete, Etc.)(Min. 2 hrs)	Hour	$43.00
	Senior Engineering Technician	Hour	$48.00
	Engineering Specialist	Hour	$65.00

Note: Overtime at the rate of 1.3 is applicable for technicians for services performed as outlined in the provisions of the authorization for this contract.

Engineering Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Principal Engineer	Hour	$125.00
	Engineer	Hour	$95.00

Coordination, Administrative and Other Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Outside Consulting, Other Services or Supplies	Lump Sum	By Quote or Cost Plus15%
	Vehicle Trip Charge(within 30 miles of Edinburg Office) Subject to Change due to Changes in Fuel Cost	Trip	$35.00
	Vehicle Trip Charge (Outside 25 miles of Edinburg Office)	Mile	$0.60
	Project Management and Coordination	Hour	$65.00

AI-22049 **17.D.**

UTPA Volunteer Intern Position

CC REGULAR

Date:	07/27/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Antonio Barco
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to authorize a volunteer intern position for the UCP office to allow a University of Texas at Pan- American student, currently in the masters program to complete an internship requirement.

BACKGROUND

Approval of the volunteer position will allow the student to work twenty hours per week at UCP and complete the internship requirement for the masters degree program.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO AGREEMENT ATTACHED. INTERN WILL NOT BE COUNTY EMPLOYEE. LEGAL HAS NOT REVIEWED ANY DOCUMENTS IN RELATION TO THIS MATTER. PLEASE READ ATTACHED E-MAILS FOR EXPLANATION OF NO AGREEMENT SUBMITTED. RC

BUDGETARY IMPACT: UNCLEAR

Attachments

Link: E-MAIL- UTPA Volunteer Intern Position

Link: E-MAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2010 04:08 PM	APRV
2	Perla Lopez	Perla Lopez	07/16/2010 01:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 11:09 AM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:09 PM	APRV
5	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Hilda Bazan Started On: 07/15/2010 03:43 PM

Final Approval Date: 07/23/2010

Antonio Barco

From: John Milford [jmilford@utpa.edu]
Sent: Tuesday, July 13, 2010 3:00 PM
To: Tony Barco (tonybarco@bizrgv.rr.com)
Subject: Internship Program

Tony,
I am glad to see that you are entertaining the idea of having Ms. Varela as an intern. The internship is a credit course whereby the student has to obtain their own internship, either paid or non-paid. UTPA is not involved in anyway financially or otherwise. They are required to work 20 hours a week during the course of the semester with the work hours being mutually agreed upon with the student. The student has to complete academic assignments for the course that is intertwined with their work tasks. We require that the student furnishes us with a job description, title of the assigned workplace. They have to have a commitment from the sponsor on the first day of class which is Wednesday. You are not required to monitor or report anything whatsoever. The job should entail more that just clerical work or phone reception since it is geared towards meaningful work in the public sector.

If you have any questions, you can call me on my cell 607 2001.

John

Antonio Barco

From: John Milford [jmilford@utpa.edu]

Sent: Monday, July 19, 2010 5:47 PM

To: Tony Barco (tonybarco@bizrgv.rr.com)

Subject: Internship

Tony,
I received your message regarding a requested agreement between UTPA and the County. Just to clarify as previously mentioned, UTPA does not have any connection to any internship position that a student entertains or seeks. The graduate course involving the internship is an academic process that parallels any position that a student obtains to fulfill the requirement of the course. The internship is aligned with any other job that the County has or any public agency, and is not connected to the university. The student has to obtain a position in a public or non-profit agency in order to qualify for the course enrollment. The student has to meet any qualifications that the public agency imposes, just as other applicants are required. Again, UTPA nor the MPA program is not involved in any way whatsoever in placement of any student, including Ms. Varela. Obtaining a internship position is the sole responsibility of the student.

This same scenario has been undertaken by the County Clerk for several years and successfully received interns in his department. It is my understanding though not confirmed by me that they are part-time and have received part-time compensation.

I hope this clarifies the position of the internship course that is offered by the MPA program. Feel free to call me on my cell at 607 2001 if we need to confer.

Thanks,

John

AI-22083 **17.E.**

Material testing services - Sunrise/Sunset Park (Pct. #1)

CC REGULAR

Date:	07/27/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with L & G Engineering Laboratory, in the amount of $12,725.00 utilizing Year 22 (2009) funds for Material Testing Services for Parks, Recreational Facility Improvements to Sunrise / Sunset Park, for the Hidalgo County Precinct No. 1.

BACKGROUND

L & G Engineering Laboratory has submitted a best and final offer for material testing services for the geotechnical testing required for Parks, Recreational Facility Improvements to Sunrise/Sunset Park, within the Hidalgo County Precinct No. 1 boundaries. L & G Engineering Laboratory was the highest rated firm by Commissioners' Court. Contract approval in the amount of $12,725.00 is being requested.
(See attached scope of services).

Contract Amount:	$12,725.00
Funds Available:	$61,708.35 (FY 22-2009)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) funds for Material Testing Services for Parks, Recreational Facility Improvements to Sunrise/Sunset Park.

Contract Amount: $12,725.00
Funds Available: $61,708.35

Attachments

Link: scope of services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/20/2010 04:23 PM	APRV
2	Perla Lopez	Perla Lopez	07/22/2010 08:57 AM	APRV

3	Auditor's Office	Angela Garcia	07/22/2010 09:17 AM	APRV
4	Perla Lopez	Perla Lopez	07/22/2010 10:12 AM	APRV
5	Auditor's Office	Linda Fong	07/23/2010 02:10 PM	APRV
6	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Estella Webber Started On: 07/20/2010 10:42 AM

Final Approval Date: 07/23/2010

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

July 15, 2010

Commissioner A.C. Cuellar
Hidalgo County Pct. #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Construction Material Testing Services for Hidalgo County Pct. #1
Parks Recreational Facility Improvements @ Sunset Sunrise Hill Park

Mr. Cuellar:

L&G Engineering Laboratory, LLC is pleased to submit our best and final offer of **$12,725.00** for **Construction Material Testing Services** for **Pct. #1 Parks Recreational Facility Improvements @ Sunset Sunrise Hill Park.**

Sincerely,

Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

L & G Engineering Laboratory

PREPARED ON (07-27-2010)

For

MATERIALS TESTING SERVICES

(PRECINCT NO. 1 – Year 22 (2009)
Parks, Recreational Improvements – Sunrise/Sunset Park

CONTRACT AGREEMENT
FOR
MATERIALS TESTING SERVICES
(PRECINCT NO. – YEAR 22 (2009)
Parks, Recreational Improvements – Sunrise/Sunset Park

HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on July 27th, in the year 2010, between County of Hidalgo-Urban County Program, hereinafter called the **Client**, and L & G Engineering Laboratory hereinafter called the **Laboratory**, for **Materials Testing Services**, hereinafter called the **Services**.

Hidalgo County-Urban County Program has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement.

The **Laboratory** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The **Laboratory** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers,

things, or property belonging to or in use by **Laboratory** pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Laboratory** shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Laboratory** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client.** Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by

devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.3 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Laboratory** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Jacinto Garza, P.E. President/CEO

L & Engineering Laboratory
2100 West Expressway 83
Mercedes, Texas 78570

CLIENT:

Diana R. Serna, UCP Director

Hidalgo County-Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL
DATE: : 2-19-2008

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

"EXHIBIT A"

July 15, 2010

Commissioner A.C. Cuellar
Hidalgo County Pct. #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Proposal for Construction Material Testing Services for Hidalgo County Pct. #1 Parks Recreational Facility Improvements @ Sunset Sunrise Hill Park

Dear Mr. Cuellar

L&G Engineering Laboratory, LLC is pleased to submit this proposal for **Construction Material Testing Services** for **Pct. #1 Parks Recreational Facility Improvements @ Sunset Sunrise Hill Park.**

PROJECT DESCRIPTION

The proposed project includes improvements of **Pct. #1 Parks Recreational Facility @ Sunset Sunrise Hill Park.**

SCOPE OF WORK

Perform Field and Laboratory Construction Materials Testing as required by the specifications. All field and laboratory testing services are to be performed in accordance with applicable standards. Upon completion of tests, all results of testing performed are to be reported to the Owner.

PROJECT REQUIREMENTS

The tests identified in "Attachment I" of this cost proposal will constitute the Field and Construction Materials Testing Services provided to **Hidalgo County Pct. 1.** The quantities listed in "Attachment I" are the anticipated quantities based on the project lengths furnished to **L&G Engineering Laboratory, LLC.**

REPORTS

The results of field and laboratory testing will be forwarded to the designated recipient(s) as the data becomes available or by request. The final report will be produced and delivered by regular mail to **Hidalgo County Pct. 1** and all/other **client designated recipients.**

COST

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. ***Attachment "I" is an estimate based on the project lengths furnished to L&G Engineering Laboratory, LLC. The scope and quantity of services will be dependent upon services actually required/requested by you and/or your representatives. Additional requests for services in addition to those estimated will be invoiced at the listed rates.***

ACCEPTANCE

L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

Attachment	Description
I	Cost Proposal
II	Standard Terms and Conditions

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

L&G considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Sincerely,

Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC

_____
Jacinto Garza, P.E., President, CEO

_____
Date

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date: _____

ATTACHMENT II

L&G ENGINNERING LABORATORY

STANDARD TERMS AND CONDITIONS

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.

6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

   In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.

12. L&G's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon L&G, other than for professional errors and omissions, will be limited to L&G's general liability insurance coverage of $1,000,000. For any damage on account of any error, omission, or other professional negligence, L&G's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.

13. CLIENT will indemnify L&G against any claims or costs which exceed the limitation on L&G's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.

14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to

terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

15. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of L&G's principal place of business; b) the claim will be brought and tried in judicial jurisdiction of the court of the county where L&G's principal place of business is located; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Attachment "I"

Parks Recreational Facility Imprvmnts at Sunset Sunrise Hill Park

Prepared for Hidalgo County Pct 1

Building Subgrade Testing - Laboratory

Tech Time	2	Hrs.	$43.10	$86.20
Trip Charge	20	Mi.	$0.47	$9.40
Atterberg	1	Ea.	$71.80	$71.80
Moisture-Density Determ	1	Ea.	$191.60	$191.60
Reports	1	Ea.	$21.25	$21.25
Eng. Spec.	0.25	Hrs.	$107.70	$26.93
Engineer	0.25	Hrs.	$143.70	$35.93
			Sub.	$443.10

Building Subgrade Field Density Testing

Tech Time	4	Hrs.	$43.10	$172.40
Trip Charge	40	Mi	$0.47	$18.80
Comp. Test	6	Ea.	$21.55	$129.30
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	0.5	Hrs.	$107.70	$53.85
Engineer	0.5	Hrs.	$143.70	$71.85
			Sub.	$488.70

Select Fill - Buildings - Laboratory Testing

Tech Time	3	Hrs.	$43.10	$129.30
Trip Charge	20	Mi.	$0.47	$9.40
Atterberg	1	Ea.	$69.65	$69.65
Moisture-Density Determ	1	Ea.	$191.60	$191.60
Reports	1	Ea.	$21.25	$21.25
Eng. Spec.	0.25	Hrs.	$107.70	$26.93
Engineer	0.25	Hrs.	$143.70	$35.93
			Sub.	$484.05

Select Fill - Buildings - Field Density Testing

Tech Time	10	Hrs.	$43.10	$431.00
Trip Charge	100	Mi	$0.47	$47.00
Comp. Test	40	Ea.	$21.55	$862.00
Reports	5	Ea.	$21.25	$106.25
Eng. Spec.	1.5	Hrs.	$107.70	$161.55
Engineer	1.5	Hrs.	$143.70	$215.55
			Sub.	$1,823.35

Concrete Placement - Floor Slabs & Sidewalks

Air Content	10	Ea.	$21.50	$215.00
Cylinder Prep/Hold/Cure	30	Ea.	$10.80	$324.00
Cylinder Compressive Strength	30	Ea.	$14.40	$432.00
Tech Time (Concrete)	40	Hr.	$55.05	$2,202.00
Report	30	Ea.	$21.25	$637.50
Trip Charge	400	Mi	$0.47	$188.00
Eng. Spec.	5	Hrs.	$107.70	$538.50
Engineer	5	Hrs.	$143.70	$718.50
			Sub.	$5,255.50

CMU Grout Testing

Air Content	3	Ea.	$21.50		$64.50
Specimen Comp. Test	9	Ea.	$29.95		$269.55
Tech Time (Concrete)	16	Hr.	$55.05		$880.80
Report	9	Ea.	$21.25		$191.25
Trip Charge	240	Mi	$0.47		$112.80
Eng. Spec.	2.5	Hrs.	$107.70		$269.25
Engineer	2.5	Hrs.	$143.70		$359.25
				Sub.	$2,147.40

CMU Mortar Testing

Specimen Comp. Test	9	Ea.	$29.95		$269.55
Tech Time (Concrete)	16	Hr.	$55.05		$880.80
Report	9	Ea.	$21.25		$191.25
Trip Charge	240	Mi	$0.47		$112.80
Eng. Spec.	2.5	Hrs.	$107.70		$269.25
Engineer	2.5	Hrs.	$143.70		$359.25
				Sub.	$2,082.90

Estimated Field and Laboratory Testing Fees $12,725.00

AI-22101 **18.A.**

Contract with UTPA - Preparation of Community Assessment

CC REGULAR

Date:	07/27/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Contract with The University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment, Quote #2010-026-06-10-AT

BACKGROUND

Policy Council Approval: 07.20.10

Community Assessment Study is required by the Head Start Performance Standards every three years to assess community needs.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Fiscal Impact to the County.

Project cost to Headstart is $15,000.00

Attachments

Link: community assessment study

Link: UTPA agreement

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 08:08 AM	APRV
2	Roland Garcia	Rolando Garcia	07/23/2010 01:41 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:16 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV

Form Started By: Linda Galaviz — Started On: 07/21/2010 07:35 AM

Final Approval Date: 07/23/2010

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
HEAD START PROGRAM

"Community Assessment Study"
Bid No: 2010-026-06-10-AT

1) Request For Bid Letter.

2) Request for Bid, Legal Notice, consisting of 8 pages.

3) Exhibit A, Specifications consisting of 2 pages.

4) Exhibit B, Bid Page, consisting of 1 page.

5) Exhibit C, Insurance Requirements, consisting of 4 pages.

6) Exhibit D, Conflict of Interest Questionnaire (CIQ), consisting of 1 page.

7) Bidder/Vendor Application, W-9, consisting of 5 pages.

8) Historically Underutilized Business (HUB) Form, consisting of 1 page.

9) Certification of Debarment, consisting of 1 page.

10) Draft Requirements Agreement, consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar
Ambrosio Tovar, Procurement Director

5-27-10
Date

Hidalgo County Head Start Program

May 27, 2010

_____
_____
_____
_____

RE: HIDALGO COUNTY HEAD START PROGRAM
Request For Sealed Quotes (RFSQ) - Hidalgo County Head Start Program
"Community Assessment Study" RFSQ No: 2010-026-06-10-AT

Dear Respondents:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration. Hidalgo County Head Start Program welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

RFSQ NO:2010-026-06-10-AT	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

REQUEST FOR SEALED QUOTE

HIDALGO COUNTY HEAD START PROGRAM

"Community Assessment Study"

RFSQ OPENING DATE:

JUNE 10, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
Tel: (956) 380-4149

LEGAL NOTICE **SEALED QUOTE NO: 2010-026-06-10-AT**

1. Sealed Quotes will be received for "COMMUNITY ASSESSMENT STUDY for Hidalgo County Head Start Program" in accordance with the specifications attached hereto as Exhibit "A." Sealed quotes should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall Quote.

2. One (1) original and three (3) copies of all Sealed Quote are required, with bidder's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: RFSQ No.: 2010-026-06-10-AT-"Community Assessment Study" and in County's Head Start Program Procurement Department, 1901 W. State Hwy 107, LBJ Administration Building, McAllen, TX. on or before 10:00 a.m., **Thursday, June 10, 2010**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY Bid RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID. Hidalgo County reserves the right to refuse and reject any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo.

3. Hidalgo County reserves the right to: A. Separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B. destination, County prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

16. BILLING AND PAYMENT INSTRUCTIONS:
Invoices must include:

a) Name and address of successful bidder.
b) Name and address of receiving department or official.
c) Purchase Order Number (if any).
d) Notation-"**Community Assessment Study**" for the Hidalgo County Head Start Program".

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

17. Schedule of Events

Bid Opening, 10:00 A.M.	June 10, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or performance bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for good and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in the Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch.2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful Quote fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnify hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specification and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

HIDALGO COUNTY HEAD START
"Community Assessment Study"
RFSQ NO.: 2010-026-05-27-AT

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all of bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Respondent: The University of Texas-Pan American

Address: 1201 W. University Dr., Edinburg, 78539-2999

By: James R Langabeer

Printed Name: James R. Langabeer

Title: Vice President for Business Affairs

Must be filled out and returned with bid packet.

JUN 9 '10 AM 9:59

EXHIBIT A
HIDALGO COUNTY
"Community Assessment Study"
RFSQ NO.: 2010-026-05-27-AT

Purpose of the project:

The purpose of the Hidalgo County Head Start Community Assessment Study is:

1. To document the community needs and the number of un-served eligible Head Start children in Hidalgo County.
2. To review the child development and child care programs that are serving Head Start eligible children.
3. To evaluate the area in which needs of Head Start and Early Head Start eligible children are not being met.

Scope of Services:

This project will consist of four major tasks; each of these tasks is briefly described below. These tasks will be accomplished in coordination with personnel from the Hidalgo County Head Start Program.

Task 1: Developing the Questionnaire

A questionnaire will be developed for this project.

- Questionnaire for people living in low-income areas of Hidalgo County (people who use/need Head Start services).

Task 2: Collecting and Analyzing Data

Questionnaires for parents of children enrolled in the Head Start program must be delivered to the Hidalgo County Head Start Office. Personnel from the Head Start Office will get them filled out by the parents of children enrolled in the Head Start program. These completed questionnaires will then be tabulated and analyzed by bidder.

Bidder must hold six (6) public meetings, in both English and Spanish, at Head Start Centers throughout Hidalgo County to get input from parents of 0-5 year old children. A question-answer session will be part of each public meeting.

Bidder must create a focus group. This focus group will be convened. The aim of this focus group is to gather community input and help generate general and specific policy recommendations concerning child care in the county. The members of these focus groups should be considered influential members of their communities. The membership of the focus group will be based upon recommendations from Hidalgo County Head Start personnel.

Task 3: Collect and Update Data

Population, employment, industry, housing, income, poverty, and other data will be collected and updated for the 2010 report. In addition, data will be updated annually and provided to Head Start in a "Statistical Update Report" in 2011, and 2012.

Task4: Submission of final report

Bidder must specify a Month of when the study will begin. Final report will be submitted to Head Start by the end of September 2010. Bidder must submit fifty (50) copies.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements.

1. Must submit a Time Schedule on the following objectives:
   - Designing Questionnaire and Survey Instrument
   - Gathering Demographics and Date
   - Survey, Focus Group and Public Meetings
   - Data Entry, Analysis, and Report Creation
   - Submission of Report

2. Report must be completed and submitted to Head Start Administration by September 2010.

3. Bidder shall maintain insurance as per Exhibit C.

4. Certificate of insurance shall be submitted to Hidalgo County Head Start Program for approval prior to services being performed by bidder.

HIDALGO COUNTY
"Community Assessment Study"
RFSQ NO.: 2010-026-05-27-AT

BID PAGE

Price:	$15,000
Bidder/Company	The University of Texas-Pan American
Address	1201 W. University Dr.
City/State/Zip Code	Edinburg, TX 78539-2999
Phone & Fax No.	(956) 381-2121 office, (956) 381-2307 fax
Celluar No.	
Authorize Signature:	James R Langabeer
Print Name	James R. Langabeer
Title	Vice President for Business Affairs
E-mail:	langabeer@utpa.edu

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and/or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form. Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgement

I, James R. Langabeer, authorized representative for The University of Texas-Pan American,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

James R Langabeer

Authorized Representative

Vice President for Business Affairs

Date 6/8/10

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS

ACKNOWLEDGMENT

This is to certify that The University of Texas-Pan American, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ 6/8/10

Authorized Signature Date

The University of Texas-Pan American

Company

1201 W. University Dr.

Address

Edinburg, TX 78539-2999

City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

James R. Langabeer

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Edmundo Garcia

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes X No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes X No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes X No

D. Describe each employment or business relationship with the local government officer named in this section.

4 James R Langabeer

Signature of person doing business with the governmental entity

6/8/10

Date

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, or (956) 380-4150 in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540 or e-mail: atovar@hchsp.org

Company Name: The University of Texas-Pan American — **Telephone Name:** ( ) same

dba Name: same

Legal Name: same

Mailing Address: 1201 W. University Dr. — **Fax Name:** ( ) same

Physical Address: 1201 W. University Dr.

City, State, Zip: Edinburg, TX 78539-2999 — **Tax I.D. №** 74-6002942 (EIN)

Remit to Address: 1201 W. University Dr. — **City, State, Zip:** Edinburg, TX 78539-2999

E-Mail Address: langabeer@utpa.edu

Representative(s) Name(s) & Title(s) James R. Langabeer, Vice President for Business Affairs

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ___ Sole Proprietor __X_Other, Specify Public University

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS № 74-6002942

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization __X_Other, Specify Public University

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

James R. Langabeer, Vice President for Business Affairs

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO_X_

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO_X_

What type of product(s) is/are solicited by your company? Community needs assessments, strategic plans, maps, demographic and economic analysis, economic impact analysis, surveys
Would you like to be provided with specifications for procurements of such products ?: YES_X__ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes X No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other NA

Indicate Certification No(s).: NA or Are Certificate(s) Attached?:☐ Yes☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Sub-contractor information below).

HUB Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip: _____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: James R Langabeer

Print Name: James R. Langabeer

Title: Vice President for Business Affairs

Telephone Number: (956) 381-2121

Date: 6/8/10

If the bidder is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The University of Texas-Pan American

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☒ Other (see instructions) ▶ higher education institution

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1201 W. University Dr.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539-2999

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
74 6002942

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ James R Longabee Date ▶ 6-8-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Hidalgo County Head Start Community Assessment Study

A proposal

Submitted by:

The Data & Information Systems Center (DISC)
Division of Business Affairs
The University of Texas - Pan American

June 2010

Work Program

Purpose of the project:

The purpose of the "Hidalgo County Head Start Community Assessment Study" is twofold:

i. To document community needs and the number of unserved eligible Head Start children in Hidalgo County.

ii. To review the child development and child care programs that are serving Head Start eligible children, and to evaluate the areas in which needs of Head Start and Early Head Start eligible children are not being met.

This study will help prioritize needs of Head Start eligible children in Hidalgo County and will also help identify the gaps that are not being filled by the program providers.

Scope of Work:

The University of Texas-Pan American's, Data & Information Systems Center (DISC) in the Division of Business Affairs, has outlined the scope of work for the 'Hidalgo County Head Start Community Assessment Study'. This project will consist of three major tasks; each of these tasks is briefly described below. These tasks will be accomplished in coordination with personnel from the Hidalgo County Head Start Program.

Task 1: Developing the Questionnaire

A questionnaire will be developed for this project.

- Questionnaire for people living in low-income areas of Hidalgo County (people who use/need Head Start services).

Since questionnaires were designed for 2001, 2004, and 2007 Community Assessment Study, the questionnaires used for this Work Program will in part be based on those and any revisions to those that are agreed upon in cooperation with personnel from Hidalgo County Head Start Program.

Task 2: Collecting and Analyzing Data

Questionnaires for parents of children enrolled in the Head Start program will be delivered to the Hidalgo County Head Start Office. Personnel from the Head Start Office will get them filled out by the parents of children enrolled in the Head Start program. These completed questionnaires will then be tabulated and analyzed by staff at UTPA's Data & Information Systems Center (DISC).

Six public meetings, held in both English and Spanish, will be held at Head Start Centers throughout Hidalgo County to get input from parents of 0-5 year old children. A question-answer session will be part of each public meeting.

In addition, a focus group will be convened. The aim of this focus group is to gather community input and help generate general and specific policy recommendations concerning child care in the county. The members of these focus groups should be considered influential members of their communities. The membership of the focus group will be based upon recommendations from Hidalgo County Head Start personnel.

Task 3: Submission of final report

The study will begin in June and a draft report will be submitted to Hidalgo County Head Start Office by the end of August 2010. Fifty copies of the final report will be submitted by the end of September 2010.

Time Schedule

The project will begin in June and will be completed by the end of September 2010.

	June	July	August	September
Designing Questionnaire and Survey Instrument				
Gathering Demographics and Data				
Survey, Focus Group and Public Meetings				
Data Entry, Analysis, and Report Creation				
Submission of Report			⬭	⬬

⬭ Draft Report ⬬ Final Report

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS-PAN AMERICAN
AND HIDALGO COUNTY HEAD START PROGRAM

THIS Agreement is made on this the 20th day of July, 2010, by and among **THE HIDALGO COUNTY HEAD START PROGRAM, TEXAS,** hereinafter referred to as "Program", and **THE UNIVERSITY OF TEXAS-PAN AMERICAN,** hereinafter referred to as "UTPA.

WITNESSETH:

WHEREAS, Program administers various grants for the benefit of the citizens of Hidalgo County; and

WHEREAS, Program is required to perform certain studies to assess the Early Head Start and Head Start Community Assessment; and

WHEREAS, UTPA, through its Community Engagement Department ("CE"), possesses the skills, talent, expertise and personnel necessary to produce the studies required for Program's Community Assessment; and

WHEREAS, UTPA, and Program have agreed to cooperate in production of such a study.

NOW, THEREFORE, UTPA and Program, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Program hereby retains the services of UTPA for the development of a Head Start & Early Head Start Community Assessment study as required by the regulatory and funding sources for Program.

2. UTPA represents and warrants to Program that is has the necessary personnel, skills, talent and expertise to develop the needs assessment study in a form consistent with the requirements of Program's funding and regulatory bodies.

3. Program agrees to pay UTPA a sum of Fifteen thousand dollars ($15,000.00) for its services in developing the community assessment study, which half ($7,500.00) is due within 30 days of the start of the project and half ($7,500.00) is due within 30 days of delivery of the final community assessment study by UTPA to Program.

4. Program agrees to provide UTPA with all guidelines and standards for the community assessment study.

5. UTPA acknowledges and agrees to comply with all applicable laws, rules and regulations governing the operation, including, but not limited to, equal opportunity standards, fair labor standards, and anti-kickback laws and regulations.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.

7. The term of this Agreement shall commence as of the day and year first above written and shall continue until delivery of the study, which delivery shall be before September 30, 2010.

8. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does no appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be a continued performance of the Agreement. The parties intend this provision to be a continued right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present of future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any proceeding of succeeding breach of the same or any provision hereof.

11. Entire agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement

may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties creates hereunder are performable in Hidalgo County, Texas.

13. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder, shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Teresa Flores
Director

Hidalgo County Head Start
P.O. Box 0117
Edinburg, TX 78540

James R. Langabeer
VP for Business Affairs

UTPA
1201 W. University Drive
Edinburg, TX 78541

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreements.

16. Assignment. This Agreement shall not be assignable.

17. Headings/ The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning of interpretation if any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes this valid and enforceable obligation of the parties hereto in accordance with its terms.

20. Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

The University of Texas-Pan American

By: _____
James R. Langabeer
Vice President for Business Affairs

Hidalgo County Head Start Program

By: _____
Rene A. Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

By: _____
Arturo Guajardo, Jr. County Clerk

Approved As To Form
Atlas, Hall, LLP
By: _____
Stephen Crain, Attorney

Approved As To Form

By: _____
Ricardo Gonzalez, Attorney

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
HEAD START PROGRAM

"Community Assessment Study"
Bid No: 2010-026-06-10-AT

1) Request For Bid Letter.

2) Request for Bid, Legal Notice, consisting of 8 pages.

3) Exhibit A, Specifications consisting of 2 pages.

4) Exhibit B, Bid Page, consisting of 1 page.

5) Exhibit C, Insurance Requirements, consisting of 4 pages.

6) Exhibit D, Conflict of Interest Questionnaire (CIQ), consisting of 1 page.

7) Bidder/Vendor Application, W-9, consisting of 5 pages.

8) Historically Underutilized Business (HUB) Form, consisting of 1 page.

9) Certification of Debarment, consisting of 1 page.

10) Draft Requirements Agreement, consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar

Ambrosio Tovar, Procurement Director

5-27-10

Date

Hidalgo County Head Start Program

May 27, 2010

_____
_____
_____
_____

RE: HIDALGO COUNTY HEAD START PROGRAM
Request For Sealed Quotes (RFSQ) - Hidalgo County Head Start Program
"Community Assessment Study" RFSQ No: 2010-026-06-10-AT

Dear Respondents:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration. Hidalgo County Head Start Program welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

Hidalgo County Head Start Program
Policy Council Agenda

DATE: July 20, 2010

SUBJECT: Discussion/Approval to Contract with the University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment, Quote #2010-026-06-10-AT

RATIONALE/NEED: Community Assessment Study is required by the Head Start Performance Standards every three years to assess the community needs. A request for sealed bids was prepared.

RECOMMENDATION: Administration recommends approval.

COST: $15,000.00

RELATED INFORMATION INCLUDED: Agreement

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

AI-22102 **18.B.**

RFQs for Medical/Dental, Mental Health, Special Services Providers
CC REGULAR

Date:	07/27/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Presentation of the providers submitting responses to the following Hidalgo County Headstart Program's Requests for Qualifications and meeting the minimum requirements as set forth in the procurement packets and as determined by the Headstart Program staff grading/scoring said responses for the purposes 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 #2010-014-03-30- Nuestra Clinica Del Valle
b. Dental RFQ #2010-014-03-30- The Children's Dentist; and, Nuestra Clinica Del Valle
c. Mental Health RFQ #2010-015-03-30- Fina's Helping Hands; Guzman & Assoc.; and, Counseling Center of South Texas
d. Special Services RFQ #2010-016-03-30

1. Bright Therapy Solutions, LLC	15. Therapy Zone, PLLC
2. Childrens Care Rehabilitation Center	16. QTP II, INc.
3. SAB & Assoc., LLC	17. Elsa Therapy & Wellness Cneter, Inc.
4. KidsSpeech, INC	18. RGV's Training Wheel Therapy Clinic, PLLC
5. Life Skills Therapy Center, LLC	19. Thera Care Rehab Services, PLLC
6. RGV Enterprises, LLC	20. Mercy Kid's Rehab
7. River Health Care, LLC	21. Best (Beyond Expectation Speech Therapy)
8. Speech Success, LLC	22. Acovill Management Company, LLC
9. Therapy Assoc., LLC	23. Valley Therapy Center
10. Tauro Investments, LLC	24. Team Success, Inc.
11. Rising Stars Therapy Center, LLC	25. Primeros Paso, LLC
12. Therapy R Us Specialist, PLLC	26. Weslaco Therapy Center
13. Head to Toe Rehab, Inc.	27. Melody Kid's Care, LLC
14. Life Span Rehab Center, LLC	28. Pro Care Therapies, PC

2. Approval of the negotiated contracts (approved as to form by legal counsels) for all the professional services providers as requested through the Hidalgo County Headstart Program's RFQ for said services and as detailed above and attached hereto.

BACKGROUND

Policy Council Approval: 07.20.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Fiscal Impact to the County

Attachments

Link: list of providers
Link: medical and dental contracts
Link: mental health contracts
Link: RFQ medical and dental
Link: RFQ mental health
Link: RFQ spec. services
Link: special services contracts
Link: special services contract 2nd part
Link: mental-dental providers
Link: list of providers
Link: special service score update

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2010 08:09 AM	APRV
2	Roland Garcia	Rolando Garcia	07/23/2010 02:22 PM	APRV
3	Auditor's Office	Linda Fong	07/23/2010 02:35 PM	APRV
4	Purchasing Department	Marty Salazar	07/23/2010 03:35 PM	APRV
7	Purchasing Department	Marty Salazar	07/23/2010 04:27 PM	APRV

Form Started By: Linda Galaviz Started On: 07/21/2010 07:44 AM

Final Approval Date: 07/23/2010

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: July 15, 2010

CC: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

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:	Nuestra Clinica Del Valle
Dental:	The Children's Dentist Nuestra Clinica Del Valle
Mental Health:	Fina's Helping Hands, Maricela Medrano, LCSW Guzman & Associates, Tony Guzman M. ED., LPC Counseling Center of South Texas, Maria C. Quilantan, LPC

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

LV

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: Connie Horta, Special Services Director

SUBJECT: RFQ Recommendations

DATE: July 12, 2010

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

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

Bright Therapy Solutions, LLC
Children's Care Rehabilitation Center, LLC
SAB & Associates, LLC., dba/Kid Abilities Children's Rehab
KidSpeech, INC.
Life Skills Therapy Center, LLC
RGV Enterprises LLC, dba/ Little All Stars
River Health Care LLC, dba/Treehouse Rehab
Speech Success, LLC
Therapy Associates, LLC dba/Therapy Network
Tauro Investments, LLC., dba/Kids Zone Children Rehab
Rising Stars Therapy Center, LLC
Therapy R US Specialist, PLLC
Head 2 Toe Rehab, INC
Life Span Rehab Center, LLC
Therapy Zone, PLLC
QTP II, INC.dba/Quality Therapy Providers
Elsa Therapy & Wellness Center, INC.dba/JumpStart Therapy & Medical Clinic
RGV'S Training Wheels Therapy Clinic, PLLC
Thera Care Rehab Services, PLLC
Mercy Kids Rehab
BEST- Beyond Expectations Speech Therapy
Acovill Management Co.,LLC dba/Kids In Action
Valley Therapy Center
Team Success INC.
Primeros Pasos, LLC.,dba/First Step Pediatric Rehab.
Weslaco Therapy Center
Melody Kids Care, LLC
Pro Care Therapies PC

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2010-014-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **NUESTRA CLINICA DEL VALLE INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms at mutual agreement to by the parties. This Agreement terminates on the **31st** 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

NUESTRA CLINICA DEL VALLE INC.
P.O. BOX 1689
PHARR TX, 78577

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
NUESTRA CLINICA DEL VALLE INC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 a 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.

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 deem 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 included 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.

Exhibit B
Fee Schedule

NUESTRA CLINICA DEL VALLE, INC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
1 Complete THS (Head To Toe Assessment)	
to include the following:	
a. Medical History	n/a
b. Physical Examination	$ 20.00
c. Measurements (Height/Weight/BMI/Blood Pressure)	$ n/a
d. Sensory Screening (Vision & Hearing)	n/a
e. Tuberculin Screening-new patient	$ 18.00
f. Tuberculin Screening-establish patient	13.00
g. Laboratory (Lead, Hgb or Hct)	$ 30.00
h. Immunizations	5.00
i Anticipatory Guidance	n/A

Exhibit B
Fee Schedule

NUESTRA CLINICA DEL VALLE, INC.
2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Initial Oral Examination	$ 35.00
b. Periodic Oral Examination	$ 30.00
c. Emergency Oral Examination	$ 30.00
d. Bite-wing Radiographs (four (4) films)	$ 10.00
e. Topical Application of Flouride (including prophylaxis)	$ 30.00
f. Nutritional Counseling	$ n/a

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2010

PRODUCER
Community Health Insurance Agency, Inc.
5900 Southwest Parkway
Bldg 3
Austin TX 78735

INSURED
Nuestra Clinica del Valle
P. O. Box 1689
Pharr TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Physicians Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liabili	TX11387508	06/30/2010	06/30/2011	$500,000 Each Loss $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, Texas 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Nuestra Clinica Del Valle Inc
PO Box 1689
Pharr, TX 78577

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP9250C993TLC09	12/21/09	12/21/10	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001093256	12/02/09	12/02/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W State Hwy 107
McAllen, TX 78504

Ambrosio Tovar,
Procurement Director

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

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ACORD AUTOMOBILE CERTIFICATE OF INSURANCE

CERT # | DATE (MM/DD/YYYY): 5 / 17 / 10

AGENCY
Jesse Trevino Insurance Agency, Inc.
P.O. Box 429
McAllen, Tx. 78505

PHONE (A/C, No, Ext): (956) 687-7271
FAX (A/C, No): ( )
E-MAIL ADDRESS:
CODE: SUB CODE:
AGENCY CUSTOMER ID #:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

INSURERS AFFORDING COVERAGE | NAIC #
COMPANY A: Travelers
COMPANY B:

INSURED
Nuestra Clinica del Valle
801 W. 1st. St.
San Juan, Tx. 78589

DESCRIPTION OF AUTO

	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
1.	2000	Chevrolet			1GCEC14WXYE301102 ***

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	☐ AUTO LIABILITY	BA-1614N255-10-SEI	1/22/10	1/22/11	COMBINED SINGLE LIMIT	$ 500,000
			/ /	/ /	BODILY INJURY (Per person)	$
			/ /	/ /	BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	AUTO PHYSICAL DAMAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	DEDUCTIBLE
	☐ COLLISION LOSS		/ /	/ /	☐ ACV ☐ AGREED AMT ☐ ☐ STATED AMT $	$
	☐ COMPREHENSIVE ☐ OTHER THAN COLLISION		/ /	/ /	☐ ACV ☐ AGREED AMT ☐ ☐ STATED AMT $	$
	☐		/ /	/ /	☐ ACV ☐ AGREED AMT ☐ ☐ STATED AMT $	$
	☐ 6 vehicles	Comb/Coll- Ded $500.00 PIP=$2,500 UMBI/PD	/ /	/ /	☐ ACV ☐ AGREED AMT ☐ ☐ STATED AMT $	$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES)

* Additional vehicles
2. 2004 Chevrolet 1GAHG35U741242501
3. 2007 Chevrolet 4XB84B1U07J802700
4. 2000 Ford 1FDRE1428YHB79519
5. 2000 Chevrolet 1GCHG35R3Y1168308
6. 2009 Chevrolet 1GCGG29C291181015 Express Van

CERTIFICATE HOLDER ☐ LENDER ☐ LESSOR ☐

☐ LEASED VEHICLE
LOAN / LEASE NUMBER:
NAME AND ADDRESS OF LENDER / LESSOR
( ) - ( ) -

CERTIFICATE HOLDER
Ambrosio Tovar- Procurement Dir.
1901 W. State 107
McAllen, Texas 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Jesse Trevino

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Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2010-014-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Nuestra Clinica del Valle, Inc.

Address: P.O. Box 1689, Pharr, Texas 78577

By: Lucy Ramirez

Printed Name: Lucy Ramirez

Title: Executive Director

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2009

PRODUCER
Community Health Insurance Agency, Inc.
5900 Southwest Parkway
Bldg 3
Austin TX 78735

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Nuestra Clinica del Valle
P. O. Box 1689
Pharr TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Physicians Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liabili	TX11387507	06/30/2009	06/30/2010	$500,000 Each Loss $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, Texas 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF any KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

Client#: 11518 NUESCLI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Nuestra Clinica Del Valle Inc
PO Box 1689
Pharr, TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PACP9250C993TLC08	12/21/08	12/21/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001093256	12/02/08	12/02/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W State Hwy 107
McAllen, TX 78504

Ambrosio Tovar,
Procurement Director

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5-5-2009

PRODUCER

JESSE TREVINO INSURANCE AGENCY
P O BOX 429
MCALLEN, TEXAS 78505

CODE SUB-CODE

INSURED

NUESTRA CLINICA DEL VALLE
801 W. 1st ST
SAN JUAN TEXAS 78589

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — TRAVELERS

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE $
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE $
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY $
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE $
					FIRE DAMAGE (Any one fire) $
					MEDICAL EXPENSE (Any one person) $
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT $500,000
)	ANY AUTO	BA-1614N255	1-22-2009	1-22-2010	
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
X	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) $
	NON-OWNED AUTOS				
	GARAGE LIABILITY				PROPERTY DAMAGE $
	EXCESS LIABILITY				EACH OCCURRENCE $ / AGGREGATE $
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY $ (EACH ACCIDENT) / $ (DISEASE—POLICY LIMIT) / $ (DISEASE—EACH EMPLOYE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

4-VEHICALS PIP-$2,500
UMBI/PD
COMP/COLL - DED $500

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART PROGRAM
1901 W. STATE 107
MCALLEN, TEXAS 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE 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

JESSE TREVINO

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ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-014-03-30

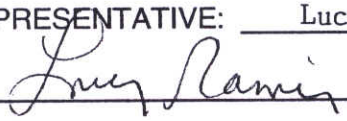
We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: Nuestra Clinica Del Valle, Inc.

ADDRESS: P.O. Box 1689, Pharr, Texas 78577

AUTHORIZED REPRESENTATIVE: Lucy Ramirez

SIGNATURE: 

TITLE: Executive Director

TELEPHONE: (956) 787-8915 FAX NO. (956) 787-2021

E-MAIL: hchcc@hiline.net

DATE: April 23, 2010

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Nuestra Clinica Del Valle, Inc, possess all of the APPLICABLE;

1. Licenses: See Attached
2. Bonds: _____
3. Certificates: _____
4. Permits: See Attached
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

- Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

April 23, 2010
Date

Nuestra Clinica Del Valle, Inc.
Company

P.O. Box 1689
Address

Pharr, Texas 78577
City, State, Zip

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Lucy Ramirez

Print Name: Lucy Ramirez

Title: Executive Director

Telephone Number: (956) 787-8915

Date: April 23, 2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Lucy Ramirez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Lucy Ramirez, Executive Director

Subscribed and sworn to before me this 29th day of April, 2010.

Barbara A. Contreras

Notary Public

My Commission expires: 10/25/2012 ~~, 2010~~

BARBARA A. CONTRERAS
Notary Public
STATE OF TEXAS
My Comm Exp 10-25-2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Nuestra Clinica Del Valle, Inc **Telephone Name: ( )** (956) 787-8915

dba Name:

Legal Name:

Mailing Address: P.O. Box 1689 **Fax Name: ( )** (956) 787-2021

Physical Address:

City, State, Zip: Pharr, Texas 78577 **Tax I.D. №** 74-1721807

Remit to Address: **City, State, Zip**

E-Mail Address: hchcc@hiline.net

Representative(s) Name(s) & Title(s) Lucy Ramirez, Executive Director

Type of Organization(check one): ___Individual ___Partnership _X_Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 74-1721807

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization _X_Other, Specify Community/Migrant Health Center

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria) Not Applicable

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American ___
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company?: Not Applicable
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Nuestra Clinica Del Valle, Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Lucy Ramirez

Print Name: Lucy Ramirez

Title: Executive Director

Telephone No.: (956) 787-8915 Date: April 23, 2010

EXHIBIT D

2094373

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Not Applicable

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Nuestra Clinica Del Valle, Inc.

Lucy Ramirez

Signature of person doing business with the governmental entity

04/16/2010

Date

Lucy Ramirez, Executive Director

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
NUESTRA CLINICA DEL VALLE, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☒ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 1689

Requester's name and address (optional)

City, state, and ZIP code
PHARR, TEXAS 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 1721807

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Lucy Ramirez Date ▶ 4/23/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** 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 **NUESTRA CLINICA DEL VALLE INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms at mutual agreement to by the parties. This Agreement terminates on the **31st** day of **August, 2010** 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

NUESTRA CLINICA DEL VALLE INC.
P.O. BOX 1689
PHARR TX, 78577

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 31st, 2010) 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
NUESTRA CLINICA DEL VALLE INC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 a 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.

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 deem 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 included 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.

Exhibit B
Fee Schedule

Nuestra Clinica Del Valle

2009-2010

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Initial Oral Examination	$ 30.00
b. Periodic Oral Examination	$ 30.00
c. Emergency Oral Examination	$ N/A
d. Bite-wing Radiographs (four (4) films)	$ 35.00
e. Topical Application of Flouride (including prophylaxis)	$ 35.00
f. Nutritional Counseling	$ N/A

Exhibit B
Fee Schedule

Nuestra Clinica Del Valle
2009-2010

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
1 Complete THS (Head To Toe Assessment)	
to include the following:	
a. Medical History	
b. Physical Examination	$ 20.00
c. Measurements (Height/Weight/BMI/Blood Pressure)	$ 40.00
d. Sensory Screening (Vision & Hearing)	
e. Tuberculin Screening	$
f. Laboratory (Lead, Hgb or Hct)	$ 10.00
g. Immunizations	
h. Anticipatory Guidance	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2009

PRODUCER	Community Health Insurance Agency, Inc. 5900 Southwest Parkway Bldg 3 Austin TX 78735
INSURED	Nuestra Clinica del Valle P. O. Box 1689 Pharr TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Physicians Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liabili	TX11387507	06/30/2009	06/30/2010	$500,000 Each Loss $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, Texas 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Client#: 11518 NUESCLI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Nuestra Clinica Del Valle Inc
PO Box 1689
Pharr, TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP9250C993TLC08	12/21/08	12/21/09	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001093256	12/02/08	12/02/09	[X] WC STATUTORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W State Hwy 107
McAllen, TX 78504

Ambrosio Tovar,
Procurement Director

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5-5-2009

PRODUCER

JESSE TREVINO INSURANCE AGENCY
P O BOX 429
MCALLEN, TEXAS 78505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

CODE SUB-CODE

INSURED

NUESTRA CLINICA DEL VALLE
801 W. 1st ST
SAN JUAN TEXAS 78589

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — TRAVELERS

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE $
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE $
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY $
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE $
					FIRE DAMAGE (Any one fire) $
					MEDICAL EXPENSE (Any one person) $
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT $500,000
	ANY AUTO	BA-1614N255	1-22-2009	1-22-2010	
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
X	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) $
	NON-OWNED AUTOS				
	GARAGE LIABILITY				PROPERTY DAMAGE $
	EXCESS LIABILITY				EACH OCCURRENCE $ / AGGREGATE $
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY / $ (EACH ACCIDENT) / $ (DISEASE—POLICY LIMIT) / $ (DISEASE—EACH EMPLOYE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

4-VEHICALS PIP-$2,500
UMBI/PD
COMP/COLL - DED $500

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART PROGRAM
1901 W. STATE 107
MCALLEN, TEXAS 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE 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

JESSE TREVINO

©ACORD CORPORATION 1981

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-014-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: Nuestra Clinica Del Valle, Inc.

ADDRESS: P.O. Box 1689, Pharr, Texas 78577

AUTHORIZED REPRESENTATIVE: Lucy Ramirez

SIGNATURE: Lucy Ramirez

TITLE: Executive Director

TELEPHONE: (956) 787-8915 FAX NO. (956) 787-2021

E-MAIL: hchcc@hiline.net

DATE: April 23, 2010

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Nuestra Clinica Del Valle, Inc, possess all of the APPLICABLE;

1. Licenses: See Attached
2. Bonds: _____
3. Certificates: _____
4. Permits: See Attached
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

April 23, 2010
Date

Nuestra Clinica Del Valle, Inc.
Company

P.O. Box 1689
Address

Pharr, Texas 78577
City, State, Zip

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Lucy Ramirez

Print Name: Lucy Ramirez

Title: Executive Director

Telephone Number: (956) 787-8915

Date: April 23, 2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Lucy Ramirez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Lucy Ramirez, Executive Director

Subscribed and sworn to before me this 29th day of April, 2010.

Barbara A. Contreras

Notary Public

My Commission expires: 10/25/2012 ~~, 2010~~

BARBARA A. CONTRERAS
Notary Public
STATE OF TEXAS
My Comm Exp 10-25-2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Nuestra Clinica Del Valle, Inc **Telephone Name: ( )** (956) 787-8915

dba Name:

Legal Name:

Mailing Address: P.O. Box 1689 **Fax Name: ( )** (956) 787-2021

Physical Address:

City, State, Zip: Pharr, Texas 78577 **Tax I.D. №** 74-1721807

Remit to Address: **City, State, Zip**

E-Mail Address: hchcc@hiline.net

Representative(s) Name(s) & Title(s) Lucy Ramirez, Executive Director

Type of Organization(check one): ___Individual ___Partnership _X_Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____ **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 74-1721807

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization _X_Other, Specify Community/Migrant Health Center

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria) Not Applicable

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American ___
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company?: Not Applicable
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Nuestra Clinica Del Valle, Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Lucy Ramirez

Print Name: Lucy Ramirez

Title: Executive Director

Telephone No.: (956) 787-8915 Date: April 23, 2010

EXHIBIT D

2094373

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Not Applicable

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Nuestra Clinica Del Valle, Inc.

Lucy Ramirez

Signature of person doing business with the governmental entity

04/16/2010

Date

Lucy Ramirez, Executive Director

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
NUESTRA CLINICA DEL VALLE, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► _____
☐ Other (see instructions) ►

☒ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 1689

Requester's name and address (optional)

City, state, and ZIP code
PHARR, TEXAS 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ : __ : ____

or

Employer identification number
74 : 1721807

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Lucy Ramirez Date ► 4/23/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2010-014-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **George M. Angelos, DMD, PA dbaThe Children's Dentist** (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 **31st** 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

George M. Angelos, DMD, PA
The Children's Dentist DBA
1717 E. HARRISON
HARLINGEN TX, 78550

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
GEORGE M. ANGELOS, DMD, PA
THE CHILDREN'S DENTIST

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B
Fee Schedule

GEORGE M. ANGELOS, DMD.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Initial Oral Examination	$ 36.04
b. Periodic Oral Examination	$ 29.44
c. Emergency Oral Examination	$ 19.16
d. Bite-wing Radiographs (four (4) films)	$ 35.32
e. Topical Application of Flouride (including prophylaxis)	$ 15.00
f. Nutritional Counseling	$ 12.50

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURANCE AGENCY
Bell Insurance Group
P.O. Box 426
Addison, Texas 75001
Telephone: (972) 581-4873
(800) 521-2355
Fax: (972) 980-1813

INSURANCE COMPANY AFFORDING COVERAGE
Fortress Insurance Co.
6133 N. River Road, Suite 650
Rosemont, IL. 60018

INSURED
George M. Angelos, DMD
1717 E. Harrison
Harlingen, TX 78550

COVERAGES

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
Med/Professional Liab	3000265	04/24/2010	04/24/2011	$2,000,000 per occ. $4,000,000 total

DESCRIPTION OF COVERAGE:
Professional liability is provided on a claims-made basis with a retroactive date of 7/26/1994.

CERTIFICATE HOLDER
Hidalgo County Headstart Program
P. O. Box 0117
Edinburg, TX 78540-0117

CANCELLATION
SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH A NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

95

Kyle Wallace, Program Director 6/15/10

Client#: 66297 CHILD15

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2010

PRODUCER
817-347-7013
Higginbotham & Assoc., Inc.
P O Box 908
Fort Worth, TX 76101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Children's Dentist
1717 E Harrison
Harlingen, TX 78550

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Company	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS002711457	12/06/09	12/06/10	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
						PRODUCTS - COMP/OP AGG	$4,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	PAS002711457	12/06/09	12/06/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	PAS002711457	12/06/09	12/06/10	EACH OCCURRENCE	$2,000,000
						AGGREGATE	$2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
P O Box 0117
Edinburg, TX 78540-0117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James R [signature]
KRZ

© ACORD CORPORATION 1988

May. 26. 2010 12:00PM SWK Ins Group No. 8300 P. 1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BQ DATE (MM/DD/YYYY) 05/26/10

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
Shepard Walton King Ins Group*
1906B E. Tyler
P. O. Box 1830
Harlingen TX 78551-1830
Phone: 956-423-8755 Fax: 956-428-0730

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: CHILD-2

INSURED
The Children's Dentist
George M Angelos DDS PA dba
1717 E Harrison St
Harlingen TX 78550

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co.	22945
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001116276	06/01/10	06/01/11	WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Dentist Office - 1717 East Harrison Ave, Harlingen, Tx 78550

CERTIFICATE HOLDER

HIDCHED

Hidalgo County Headstart Program
P O Box 0117
Edinburg TX 78540-0117

CANCELLATION

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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Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2010-014-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: GEORGE M. ANGELOS, DMD

Address: 1717 E. HARRISON ST, HARLINGEN, TX 78550

By: [signature]

Printed Name: GEORGE M. ANGELOS, DMD

Title: PRESIDENT

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-014-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: THE CHILDREN'S DENTIST, GEORGE M. ANGELOS, DMD, PA

ADDRESS: 1717 E. HARRISON ST, HARLINGEN, TX

AUTHORIZED REPRESENTATIVE: GEORGE M. ANGELOS, DMD

SIGNATURE: [signature]

TITLE: PRESIDENT

TELEPHONE: 956-428-2221 FAX NO. 956-423-4492

E-MAIL: childrensdentist@gmail.com

DATE: 4/29/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: GEORGE M. ANGELOS, DMD

Title: PRESIDENT

Telephone Number: 956-428-2221

Date: 4/28/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, GEORGE M. ANGELOS, DMD possess all of the APPLICABLE;

1. Licenses: TX DENTAL LICENSE # 17313
2. Bonds: DEA # BA3328332 DPS # B00826660
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/29/10
Date

GEORGE M. ANGELOS, DMD, PA
THE CHILDREN'S DENTIST
Company

1717 E. HARRISON ST
Address

HARLINGEN, TX 78550
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

George M. Angelos, DMD

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, George M. Angelos, DMD, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: DDS

Subscribed and sworn to before me this 30th day of April, 2010.

Rose M. Cornejo.

Notary Public

My Commission expires: 2-22-2014, 2010

ROSE M CORNEJO
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-22-2014

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: George M. Angelos, DMD, PA **Telephone Name:** ( ) (956) 428-2221

dba Name: The Children's Dentist

Legal Name: GEORGE M. ANGELOS, DMD, PA

Mailing Address: 1717 E. Harrison St. **Fax Name:** ( ) (956) 423-4492

Physical Address: 1717 E. Harrison St.

City, State, Zip: Harlingen, TX 78550 **Tax I.D. №** 74-2913865

Remit to Address: 1717 E. Harrison St. **City, State, Zip** Harlingen, TX 78550

E-Mail Address: childrensdentist@gmail.com

Representative(s) Name(s) & Title(s)
SUE EBERSOLE, ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ✓Other, Specify P.A.

State Identification №:_____ **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 74-2913865

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify DENTAL PROVIDER

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
GEORGE M. ANGELOS, DMD, PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American ___
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s): N/A **or are Certificate(s) attached?:** YES__ NO__

What type of product(s) is/are solicited by your company?: DENTAL SERVICES
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The CHILDREN'S DENTIST (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the CHILDREN'S DENTIST (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: GEORGE M. ANGELOS, DMD

Title: PRESIDENT

Telephone No.: 956-428-2221 Date: 4/29/10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as shown on your income tax return)
George M. Angelos, DMD, PA

Business name, if different from above
The Children's Dentist

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ D.A

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1717 E. Harrison Street

Requester's name and address (optional)

City, state, and ZIP code
Harlingen, TX 78550

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 2913865

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/29/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
MENTAL HEALTH
2010-015-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **MARICELA MEDRANO,** a resident of Hidalgo County, (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This agreement terminates on the **31st** 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

MARICELA MEDRANO
117 E. CAMELLIA
McALLEN TX, 78501

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MARICELA MEDRANO

BY: _____
(Provider's Name)

Maricela Medrano
(Print Name)

Sole Proprietor
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 atypical and emotional behaviors **are 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 coast 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-king services provided when deemed appropriate:

   (a) Classroom Observation and recommendation
   (b) Developmental evaluation
   (c) Individual/ family counseling (per hour)
   (d) Workshop/In-Service/Training

Exhibit B
Fee Schedule-Mental Health

Maricela Medrano

2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:

1. The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
Classroom observation w/ classroom report	$75.00
Individual Therapy/Play Therapy (per hour)	$70.00
Training for Group (per hour)	$70.00

Affidavit & Indemnity Agreement

Date:4 /28/2010

Affiant: Maricela Medrano, LCSW

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

Affiant: **Maricela Medrano, LCSW** states she is a sole proprietor doing business as Licensed Social Worker Counselor with Hidalgo County Head Start Program under RFQ-2010-015-03-30 dated April 30, 2010. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health contract as approved on June 22, 2010.

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 indemnity, 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.

Maricela Medrano

Maricela Medrano Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 3, 2010.

Notary Public, State of Texas Guadalupe M. Barrera

GUADALUPE M BARRERA
Notary Public
STATE OF TEXAS
My Comm. Exp. August 07, 2013

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

CNA

SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0296344081	from: 12:01 AM Standard Time on: 03/01/10 to: 12:01 AM Standard Time on: 03/01/11

Named Insured and Address:

Maricela S Medrano
117 E Camellia Ave
Mcallen, TX 78501-9476

Medical Specialty: Social Worker, Clinical
Code: 80723

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation	$ 2,500	per deposition	$ 5,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 500	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$1,000,000	aggregate
Hired Auto & Non Owned Auto	none		
Fire & Water Legal Liability	included in GL limit above subject to	$250,000	sub-limit
Personal Liability		$1,000,000	aggregate

Total: $ 463.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A GSL13424 G-123846-C42 GSL3886 GSL3908
G-121504-C GSL-5587

Medical Specialty is amended to include Consulting Services (GSL-5587)

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2010

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
Southern Group Insurance
2204 Sun Park Dr
Conroe TX 77303

CONTACT NAME:
PHONE (A/C, No, Ext): (936) 756-8818 FAX (A/C, No): (936) 756-8834
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 4283

INSURED
Julian & Mancela Medrano
117 E Camellia Ave
Mcallen TX 78501-9476

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: STATE AUTO 25127
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG $
	POLICY PRO-JECT LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
A	ANY AUTO			ATX0020040	11/21/2009	11/21/2010	BODILY INJURY (Per person) $ 5,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per accident) $ 500,000
X	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $ 100,000
	HIRED AUTOS						$
	NON-OWNED AUTOS						$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DEDUCTIBLE						$
	RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2010 Volkswagon Tiguan VIN # WVGAV7AX6AW514466

CERTIFICATE HOLDER
Hidalgo County Head Start Program
Hidalgo County Head Start Program
1901 W Highwey 107
McAllen TX 78504-

CANCELLATION
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

AI 008891

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Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-015-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Maricela Medrano

Address: 804 Pecan Suite #6 Mcallen, TX 78501

By: _____

Printed Name: Maricela Medrano

Title: Sole Proprietor

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-015-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: Tina's Helping Hands

ADDRESS: 804 Pecan Suite #6 McAllen, TX 78501

AUTHORIZED REPRESENTATIVE: Maricela Medrano

SIGNATURE: Maricela Medrano

TITLE: Sole Proprietor

TELEPHONE: (956)661-1704 FAX NO (888)317-8843

E-MAIL: tinashelpinghands@yahoo.com

DATE: 4/23/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Maricela Medrano

Print Name: Maricela Medrano

Title: Sole Proprietor

Telephone Number: (956) 661-1704

Date: 4/23/2013

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Maricela Medrano, possess all of the APPLICABLE;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Maricela Medrano, LSW
Authorized Signature

4/23/2020
Date

Tina's Helping Hands
Company

804 Pecan Suite #6
Address

Mcallen, TX 78501
City, State, Zip

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Maricela Medrano **Telephone Name:** (956) 661-1704

dba Name: Fina's Helping Hands

Legal Name: Maricela Medrano

Mailing Address: 804 Pecan Suite #6 McAllen, TX 78501 **Fax Name:** ( ) (888) 317-8843

Physical Address: 804 Pecan Suite #6 McAllen, TX 78501

City, State, Zip: **Tax I.D. №** 455-29-8523

Remit to Address: **City, State, Zip**

E-Mail Address: finashelpinghands@yahoo.com

Representative(s) Name(s) & Title(s) Maricela Medrano Sole Proprietor

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ✓ Sole Proprietor ___Other, Specify_____

State Identification №:_____ **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 455-29-8523

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Counseling

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Maricela Medrano Sole Proprietor

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ✓
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American ✓
Asian Pacific American ___
Native American ___
Women ✓
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES___ NO ✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES___ NO ✓

What type of product(s) is/are solicited by your company?:_____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO ✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Maricela Medrano (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Maricela Medrano (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Maricela Medrano

Print Name: Maricela Medrano

Title: Sole Proprietor

Telephone No.: (956) 661-1704 Date: 4/23/2010

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Maricela Medrano, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Maricela Medrano

Subscribed and sworn to before me this 26th day of April, 2010.

Notary Public Letty Bazan

My Commission expires: 11/22/2012, 2010

LETTY BAZAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 22, 2012

Affidavit & Indemnity Agreement

Date:4 /28/2010

Affiant: Maricela Medrano, LCSW

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

Affiant: **Maricela Medrano, LCSW** states she is a sole proprietor doing business as Licensed Social Worker Counselor with Hidalgo County Head Start Program under RFQ-2010-015-03-30 dated April 30, 2010. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health contract as approved on June 22, 2010.

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 indemnity, 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.

Maricela Medrano

Maricela Medrano Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 3, 2010.

Notary Public, State of Texas Guadalupe M Barrera

GUADALUPE M BARRERA
Notary Public
STATE OF TEXAS
My Comm. Exp. August 07, 2013

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.	Date Received

1 Name of person doing business with local governmental entity.

Maricela Medrano

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Maricela Medrano, Lcpw 4/9/2010

Signature of person doing business with the governmental entity Date

Maricela Medrano

Filed for Record in:
Hidalgo County
by Arturo Alejandro Jr.
County Clerk
On: Apr 14, 2010 at 09:32A
As a Recording
Document Number: 2093078
Total Fees : 16.00
Receipt Number - 1113189
By:
Jerry Garza, Deputy

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2):
Maricela Medrano

Business name, if different from above. (See Specific Instruction on page 2)
Fina's Helping Hands

Check the appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	Remittance Address: if different from legal address number, street, and apt. or suite no.
804 Pecan Suite #6	
City, state and ZIP code	City, state and ZIP code
McAllen, TX 78501	

Phone # (956) 661-1704 Fax # (888) 317-8843 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
4[illegible]-[illegible]-[illegible]
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** Maricela Medrano **Date ▶** 4/22/2010

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
MENTAL HEALTH
2010-015-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 Tony Guzman., a resident of Hidalgo County, Texas doing business as, Guzman & Associates (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 **31st** 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

Tony Guzman, dba Guzman & Associates
210. Nolana, Suite B
McAllen TX, 78504

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: TONY GUZMAN
Dba/ GUZMAN & ASSOCIATES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 coast 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-king services provided when deemed appropriate:

    (a) Classroom Observation and recommendation
    (b) Developmental evaluation
    (c) Individual/ family counseling (per hour)
    (d) Workshop/In-Service/Training

Exhibit B

Fee Schedule - Mental Health

TONY GUMAN DBA/GUZMAN & ASSOCIATES
2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	$ 75.00 per hour
b. Medication Management Follow-Up	$ n/a
c. Workshops/Training/or In-Service (Upon Arrangements Made)	$ 125.00 negogible
d. Classroom Observations	$ 75/Hr
e. Individual and/or family counseling to those children and families Family	$ 56.55 60.14
f. Play Therapy(individual)	$ 56.55
g. Psychological Testing	$ 100.00 **per hour**

Guzman & Associates

Confidential Counseling / Consejos con Confianza
210 Nolana, Suite B / McAllen, Texas. 78504
Phone: (956) 664-1600 / Fax: (956) 664-1623

Affidavit & Indemnity Agreement

Date: 04-29-2010

Affiant: Mr. Tony Guzman

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

Affiant: **Mr. Tony Guzman** states he is a sole proprietor doing business as Licensed Professional Counselor and applying to do business with Hidalgo County Head Start Program under RFQ Bid No: 2010-015-03-30 dated 04-30-2010. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health contract, if approved.

Affiant further states that he has no employees and does not anticipate employing any during the term of the 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.

MELODY GARCIA
MY COMMISSION EXPIRES
November 10, 2013

Tony Guzman M.Ed, LPC

Tony Guzman M.Ed, LPC Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on April 29, 2010.

Notary Public, State of Texas: Melody Garcia.

My Commission expires: 11/10/2013, 2010.

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☒ STATE FARM LLOYDS, Dallas, Texas

09-22-2009

Insures the following policyholder for the coverages indicated below:

Policyholder: TONY GUZMAN DBA. GUZMAN & ASSOCIATES

Address of policyholder: 210 NOLANA SUITE B, MCALLEN TEXAS 78504

Location of operations: SAME

Description of operations: CONSULTING SERVICES

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-BK-X0407	Comprehensive Business Liability	09-22-2009	09-22-2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ BUSINESS LIABILITY ☒ CONTENT COVERAGE 15,000 ☒ ALL RISK COVERAGE			Each Occurrence $ 300,000 General Aggregate $ 600,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-BK-X0407	CONTENTS	09-22-2009	09-22-2010	15,000 CONTENTS ALL RISK COVERAGE

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED
Hidalgo County "Headstart"
1091 West State Highway 107
McAllen, TX 78504

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
ARTURO GARCIA 09-22-2009
Title Date
ROEL VILLANUEVA
Agent Name
Telephone Number 956-702-4200

Agent's Code Stamp
Agent Code 8424
AFO Code F116

CNA

Healthcare Providers Service Organization Purchasing Group

Certificate of Insurance

HPSO
Healthcare Providers Service Organization

OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0273927341-8	from: 12:01 AM Standard Time on: 08/08/09 to: 12:01 AM Standard Time on: 08/08/10

Named Insured and Address

TONY GUZMAN
210 W NOLANA AVE STE B
MCALLEN TX 78504-2509

Medical Specialty: Licensed Professional Counselor

Code: 80723

Program Administrator

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY	
A. PROFESSIONAL LIABILITY		
Professional Liability	$1,000,000.00 each claim	$3,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	
B. Coverage Extensions		
License Protection	$10,000.00 per proceeding	$25,000.00 aggregate
Defendant Expense Benefit		$10,000.00 aggregate
Deposition Representation	$2,500.00 per deposition	$5,000.00 aggregate
Assault	None	None
Medical Payments	$2,000.00 per person	$100,000.00 aggregate
First Aid		$2,500.00 aggregate
Damage of Property of Others	$500.00 per incident	$10,000.00 aggregate
C. WORKPLACE LIABILITY	Coverage part C. does not apply if Coverage part D. is made part of this policy.	
Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	$150,000 sub-limit
Personal Liability		$1,000,000.00 aggregate
D. GENERAL LIABILITY	Coverage part D. does not apply if Coverage part C. is made part of this policy.	
General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total $317.00	Premium reflects self-employed, full-time rate.
Policy forms and endorsements attached at inception	QUESTIONS? CALL: 1-800-982-9491

G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 G-123846-C42
G-53752-C42

Master Policy: 188711433

Chairman of the Board

Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2010

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
Roel Villanueva
State Farm Insurance
702 W. Exp. 83 Suite A
Mcallen Tx 78504-2509

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TONY GUZMAN
DBA GUZMAN & ASSOCIATES
210 NOLANA AVE STE B
MCALLEN TX 78504-2509

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	☒ SCHEDULED AUTOS			53-8424-F44	06/17/2010	06/17/2011	PROPERTY DAMAGE (Per accident)	$ 300,000
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2004 LINCOLN NAVIGATOR VIN. # 5LMFU27R34LJ01450

CERTIFICATE HOLDER
Hidalgo County Head Start Program
1901 W. Highway 107
Mcallen Tx 78504

CANCELLATION
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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Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-015-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Guzman & Associates

Address: 210 Nolana, Suite B | McAllen, TX. 78504

By: [signature] M.Ed., LPC

Printed Name: Tony Guzman M. Ed., LPC

Title: Licensed Professional Counselor | Owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-015-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: Guzman & Associates

ADDRESS: 210 Nolana Ste-B \ McAllen, TX. 78504

AUTHORIZED REPRESENTATIVE: Tony Guzman

SIGNATURE: Guzman M.Ed., LPC

TITLE: Licensed Professional Counselor

TELEPHONE: 956-664-1600 FAX NO. 956-664-1623

E-MAIL: guzmancounseling@att.net

DATE: 4-29-10

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Tony Guzman, possess all of the APPLICABLE;

1. Licenses: Licensed Professional Counselor (LPC)
2. Bonds: _____
3. Certificates: Certified Bilingual Teacher / Certified School Counselor
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Guzman M.Ed., LPC
Authorized Signature

4-29-10
Date

Guzman & Associates
Company

210 Nolana, Ste-B
Address

McAllen, TX. 78504
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Tony Guzman dba Guzman & Associates.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

(Juvenile Justice Center & JCCC.)

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☒ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

I have a contract with Hid. County & Juvenile Justice Center.

4 Tony M. Ed, LPC

Signature of person doing business with the governmental entity

4-29-10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Tony Guzman, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Tony Guzman M.Ed, LPC (owner)(LPC)

Subscribed and sworn to before me this 29th day of April, 2010.

Melody Garcia

Notary Public

My Commission expires: 11/10/2013, 2010

MELODY GARCIA
MY COMMISSION EXPIRES
November 10, 2013

HIDALGO COUNTY
Respondent/Vendor Application

pmplete in print or type. Please return this application to the Hidalgo County Head Start Program – , rocurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Guzman & Associates **Telephone Name: ( )** 956-664-1600

dba Name: Tony Guzman

Legal Name: Tony Guzman

Mailing Address: 210 Nolana, Ste-B / McAllen, TX. 78504 **Fax Name: ( )** 956-664-1623 (fax) office # 956-664-1600

Physical Address: SAME AS ABOVE

City, State, Zip: SAME AS ABOVE **Tax I.D. №** SS# 449-33-3020 (EIN 27-0936433)

Remit to Address: SAME AS ABOVE **City, State, Zip**

E-Mail Address: guzmancounseling@att.net

Representative(s) Name(s) & Title(s) Tony Guzman M.Ed., LPC (owner.)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ___ LLC ✓ Sole Proprietor ___Other, Specify_____

State Identification №: NONE **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 449-33-3020

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ✓ Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Tony Guzman M. Ed., LPC

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ✓
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Hispanic American ✓ Asian Pacific American ___
Native American ✓ Women ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES___ NO ✓

Indicate Certification №(s): NONE **or are Certificate(s) attached?:** YES___ NO ✓

What type of product(s) is/are solicited by your company?: NONE
Would you like to be provided with specifications for procurements of such products ?: YES___ NO ✓

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Tony Guzman dba Guzman & Assoc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Tony Guzman dba Guzman & Assoc. (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: [signature] Tony Guzman M. Ed., LPC

Print Name: Tony Guzman M. Ed., LPC

Title: Owner

Telephone No.: 956-664-1600 Date: 4-29-10

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
Filed for Record in: Hidalgo County by Arturo Guajardo Jr. County Clerk
On: Jun 07,2010 at 08:27A
As a Recording
Document Number: 2109147
Total Fees : 16.00
Receipt Number - 1124630 By, Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Tony Guzman

2 ☑ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Juvenile Justice Center Edinburg.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Contracted to provide mental health services at JCCC.

4

Guzman M.Ed, LPC

Signature of person doing business with the governmental entity

6-7-10

Date

Tony Guzman (printed name)

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Tony Guzman

Business name, if different from above. (See Specific Instruction on page 2)
dba: Guzman & Associates

Check the appropriate box: [X] Individual/Sole proprietor [ ] Corporation [ ] Partnership [ ] Other ▶

Legal Address: number, street, and apt. or suite no.
210 Nolana, Suite-B

Remittance Address: if different from legal address number, street, and apt. or suite no.
SAME.

City, state and ZIP code
McAllen, TX. 78504

City, state and ZIP code
SAME.

Phone # (956-664-1600 Fax # (956-664-1623 Email address: guzmancounseling@att.net

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

449-33-3020
Social security number
449-33-3020

OR

Employer identification number
27-0936433 (27-0936433)

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ Guzman M.Ed, LPC **Date** ▶ 4-29-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
MENTAL HEALTH
2010-015-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Maria C. Quilantan-Diaz ED.D.,L.P.C.-S/.CART** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms at mutual to by the parties. This Agreement terminates on the **31st** 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

Maria C. Quilantan-Diaz ED.D.,L.P.C.-S, CART
5400 S. Jackson RD.
Edinburg, Tx 78539

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MARIA C. QUILANTAN-
DIAZ ED. D. L.P.C.-S. CART

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALCO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 atypical and emotional behaviors **are 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 coast reimbursement due to Program.

TERMS OF CONTRACT:

1. The provider shall commence services on, September 2009 and shall complete services no later that 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-king services provided when deemed appropriate:

    (a) Classroom Observation and recommendation
    (b) Developmental evaluation
    (c) Individual/ family counseling (per hour)
    (d) Workshop/In-Service/Training

Exhibit B

Fee Schedule - Mental Health

Maria C. Quilantan -Diaz 2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Services	Fee
a. assessment report	$ 350.00
b. court appearances (per hour)	$ 200.00
c. expert testimony (per hour)	$ 200.00
d. family counseling with client (45-60 minutes)	$ 125.00

Exhibit B

Fee Schedule - Mental Health

Maria C. Quilantan -Diaz 2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Services	Fee
e school letters (per letter0	$ 25.00
f school letter with diagnosis and recommendations	$ 100.00
g telephone consulting/counseling (min. 1hr/after 15 min)	$ 100.00
h treatment records	$ 90.00
i depsoitions (1 hour)	$ 120.00
j pretrial confrence (1hr)	$ 120.00
k letter to the court/attorney (1hr)	$ 120.00

Exhibit B

Fee Schedule - Mental Health

Maria C. Quilantan -Diaz

2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Services	Fee
l initial review	$ 150.00
m individual counselins session (45-50 minutes)	$ 120.00
n individual counseling session(20-30 minutes)	$ 60.00
o family counseling with client (45-60 minutes)	$ 125.00
p family counseling without client (45-60 minutes)	$ 120.00
q group session (60-120 minute per person)	$ 50.00
r school consultaions (1 hour)	$ 200.00

Print Date: 08/06/09

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0270481762	from: 12:01 AM Standard Time on: 07/30/09 to: 12:01 AM Standard Time on: 07/30/10

Named Insured and Address:

Maria C Quilantan
5400 S Jackson Rd
Edinburg, TX 78539-6672

Medical Specialty: Marriage/Family Counselor
Code: 80723

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation	$ 2,500 per deposition	$ 5,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		$1,000,000 aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 279.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
GSL-5587

Medical Specialty is amended to include Consulting Services (GSL-5587)

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

Certificate of Insurance

This certifies that
- [ ] State Farm Fire and Casualty Company, Bloomington, Illinois
- [ ] State Farm General Insurance Company, Bloomington, Illinois
- [ ] State Farm Fire and Casualty Company, Aurora, Ontario
- [ ] State Farm Florida Insurance Company, Winter Haven, Florida
- [x] State Farm Lloyds, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder: QUILANTAN DIAZ, MARIA & CRISTINA DBA COUNSELING CENTER OF S.TEXAS

Address of policyholder: 5420 S JACKSON ROAD, EDINBURG TX 78539

Location of operations: 5420 S JACKSON ROAD, EDINBURG TX 78539

Description of operations: COUNSELING SERVICES

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)		
90-L1-7895-9L	Comprehensive Business Liability	08/14/2009	08/14/2010		BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:	[ ] Products - Completed Operations [ ] Contractual Liability [ ] Personal Injury [ ] Advertising Injury			Each Occurrence	$	1,000,000.00
				General Aggregate	$	2,000,000.00
				Product - Completed Operations Aggregate	$	2,000,000.00

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	[ ] Umbrella [ ] Other			Each Occurrence	$
				Aggregate	$

		Policy Period Effective Date	Policy Period Expiration Date		
	Workers' Compensation and Employers Liability			Part I - Workers Compensation - Statutory	
				Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)
008 7360 C09	AUTO INSURANCE	03/09/10	09/09/10	100,000/300,000/100,000
				2003 MITSUBISHI MONTERO SPORT 0489

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

HIDALGO HEADSTART
1901 W. HWY 107
MCALLEN, TX 78504

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder 30 days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT — Title

07/13/10 — Date

JUAN CAZARES
Agent Name

Telephone Number (956) 381-0928

Agent's Code Stamp
Agent Code 83-6720
AFO Code F116

1001280

106399.10 08-28-2009

REC'D JUL 14 2010

Affidavit & Indemnity Agreement

Date: 5/4/2010

Affiant: Mrs. Maria Cristina Quilantan Diaz

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

Affiant: **MARIA CRISTINA QUILANTAN DIAZ** states (s)he is a sole proprietor doing business as Licensed Professional Counselor with Hidalgo County Head Start Program under RFQ-2010-015-03-30 dated April 30, 2010. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health contract as approved on June 22,2010.

Affiant further states that she has not 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 indemnity, 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.

Maria Cristina Quilantan Diaz
Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 4, 2010.

Notary Public, State of Texas

MARIA D RIOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-24-2013

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

Certificate of Insurance

This certifies that

- ☐ State Farm Fire and Casualty Company, Bloomington, Illinois
- ☐ State Farm General Insurance Company, Bloomington, Illinois
- ☐ State Farm Fire and Casualty Company, Aurora, Ontario
- ☐ State Farm Florida Insurance Company, Winter Haven, Florida
- ☒ State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: QUILANTAN-DIAZ, MARIA & CRISTINA DBA COUNSELING CENTER OF S TEXAS
Address of policyholder: 5420 S JACKSON ROAD, EDINBURG TX 78539
Location of operations: 5420 S JACKSON ROAD, EDINBURG TX 78539
Description of operations: COUNSELING SERVICES

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)		
90-L1-7895-9L	Comprehensive Business Liability	08-14-2009	08-14-2010			BODILY INJURY AND PROPERTY DAMAGE
This Insurance Includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury			Each Occurrence	$	1,000,000.00
				General Aggregate	$	2,000,000.00
				Product - Completed Operations Aggregate	$	2,000,000.00

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$

		Policy Period Effective Date	Policy Period Expiration Date	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)
009 7360 C09	AUTO INSURANCE	03/09/10	09/09/10	50,000/100,000/50,000
				2003 MITSUBISHI MONTERO SPORT 0400

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

HIDALGO HEADSTART
1901 W. HWY 107
MCALLEN, TX 78504

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder 30 days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT — Title
03/10/10 — Date

JUAN CAZARES
Agent Name

Telephone Number (956) 381-0928

Agent's Code Stamp
Agent Code 53-9720
AFO Code F116

1001280

105399.10 08-25-2009

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-015-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: María Cristina Quilantán Díaz
DBA Counseling Center of South Texas
Address: 5420 S. Jackson Rd - Edinburg TX 78539

By: María Cristina Quilantán Díaz

Printed Name: María Cristina Quilantán Díaz

Title: owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-015-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: Counseling Center of South Texas

ADDRESS: 5420 S. Jackson Rd- Edinburg TX 78539

AUTHORIZED REPRESENTATIVE: Maria Cristina Quilantan Diaz

SIGNATURE: Maria Cristina Quilantan Diaz

TITLE: owner

TELEPHONE: (956) 631-9000 FAX NO. (956) 631 9013

E-MAIL: ccst66@yahoo.com

DATE: 4-26-10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: María Cristina Quintanilla Díaz

Print Name: María Cristina Quintanilla Díaz

Title: owner

Telephone Number: (956) 631-9000

Date: 4-26-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M. Cristina Gallardo Diaz, possess all of the APPLICABLE;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4-26-10
Date

Counseling Center of South Texas
Company

5420 S. Jackson Rd.
Address

Edinburg TX 78539
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

M. Cristina Gorlantán Díaz dba Counseling Center of South Texas

2 ☑ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4 María Cristina Gorlantán Díaz
Signature of person doing business with the governmental entity

4-26-10
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, M.C. Gorleostan Diaz, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: María Yanet Gorleostán Díaz - owner

Subscribed and sworn to before me this 26 day of April, 2010.

María D Ríos

Notary Public

My Commission expires: 08/24/13, 2010

MARIA D RIOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-24-2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: María Cristina Gurlantán Díaz
Telephone Name: ( ) 956 - 631-9000
dba Name: Counseling Center of South Texas
Legal Name:
Mailing Address: 5420 S. Jackson Rd.
Fax Name: ( ) 956 631 9013
Physical Address: same
City, State, Zip: Edinburg TX 78539
Tax I.D. №
Remit to Address: same
City, State, Zip
E-Mail Address: ccst06@yahoo.com
Representative(s) Name(s) & Title(s) María C. Gurlantán Díaz - owner

Type of Organization(check one): ___Individual ___Partnership _X_Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 20-5514639 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 464-31-8013

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor _X_Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

María Cristina Gurlantán Díaz - owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ✓
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Hispanic American ✓ Asian Pacific American ___
Native American ___ Women ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO ✓

Indicate Certification №(s): n/a **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company?: Counseling - Mental Health
Would you like to be provided with specifications for procurements of such products ?: YES___ NO ✓

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The MC Quintanilla Diaz (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: María Cristina Quintanilla Díaz

Print Name: María Cristina Quintanilla Díaz

Title: owner

Telephone No.: (956) 631 9000 Date: 4-26-10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Maria C. Quilantan-Diaz

Business name, if different from above
Counseling Center of South Texas

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5420 S. Jackson Rd

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 5514639

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Maria C. Quilantan Diaz Date ▶ 4-26-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

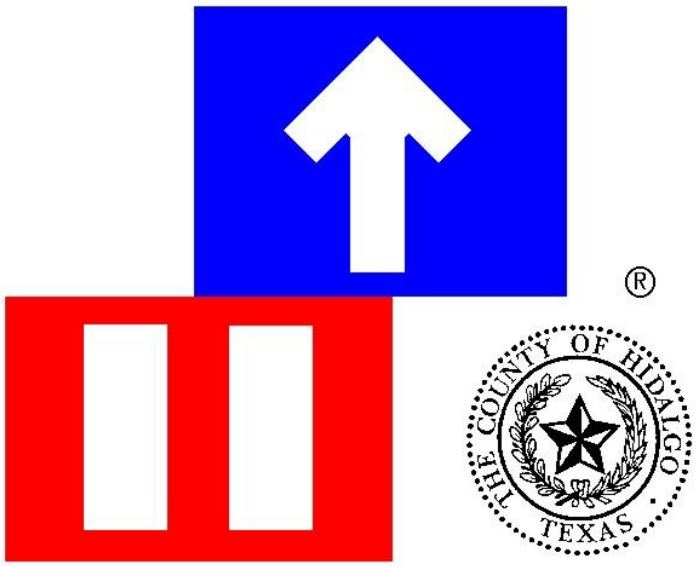
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Hidalgo County Head Start Program

BID NO:2010-014-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2010-014-03-30

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration, and Primary Covered Transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director — March 30, 2010

Hidalgo County Head Start Program

March 30, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
“MEDICAL & DENTAL PROVIDERS”
BID NO: 2010-014-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-014-03-30**

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 30 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime

contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (the "County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Head Start Program no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program’s discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2010-014-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2010-014-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-014-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-014-03-30

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ('"the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or

business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.

3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child's health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure

3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
6. Lead screening – A procedure to determine lead levels in the blood.
7. Immunizations – All or any immunizations required to update the child's health record.
8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: 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 Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines) include, but are not limited to the following:

A. 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

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. 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.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: 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 HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
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, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist 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:**
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:**
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:**
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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 30, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2010-014-03-30

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).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2010-014-03-30

	Selection Criteria	Points	Score
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: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

RFQ 2010-014-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

CONFLICT OF INTEREST

RFQ 2010-014-03-30

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ 2010-014-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
Remit to Address:	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company?:_____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been certified as a HUB or an MBE/WBE source? □Yes □ No

If yes, by whom? □ State General Services Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?:_____%(List HUB Subcontractor information below).

HUB Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip: _____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

CONTRACT FOR
MEDICAL & DENTAL

C-10-014-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August 2011.**

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' (clients) 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 agree as follows:

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 that 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 or 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 reviews of activities, services and expenditures of the Program.

3. As 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, 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, 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 that 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

OR

_____
_____
_____
_____

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.

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.

8. 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).

9. 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.

10. 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.

11. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the same rate and terms as provided in this Agreement. 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.

12.. 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.

13. 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.

14. 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-8 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

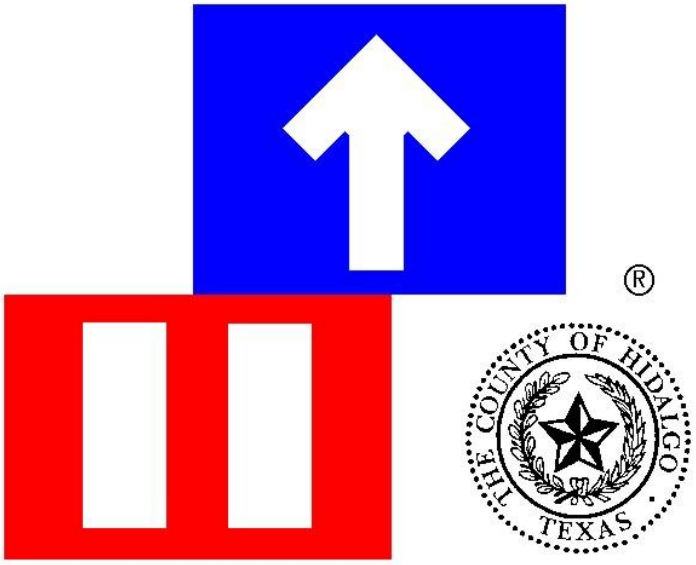
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **MA- W-9** (Rev. April 2009)



Hidalgo County Head Start Program

BID NO:2010-015-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-015-03-30

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration and Certification for Primary Covered transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____.

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

March 30, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-015-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-015-03-30**

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday April 30, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (the "County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Head Start Program no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-015-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

REQUIREMENTS
Scope of Services

RFQ 2010-015-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-015-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-015-03-30

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of

property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
D. Furnish the following:

1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

A. Classroom observation.
B. Individual child observation.
C. Psychological Assessment, Screening and Evaluations.
D. Parenting Skills Training.
E. Staff Mental Health Training.
F. Psychological Services.
G. Child, Family and Staff Consultation/Counseling/Play Therapy.
H. Medication Management (Follow-Up).
I. Behavior Modification Plans.
J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
K. Home Visits (As Deemed Necessary).
L. Prescribed Medication (As Deemed Necessary).

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: 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 Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
   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, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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:**
   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:**
   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:**
   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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 30, 2010.** All costs and expenses associated with the preparation and submission of rfq's, bids, proposals and/or quotes shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2010-015-03-30

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).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2010-015-03-30

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2010-015-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

CONFLICT OF INTEREST

RFQ 2010-015-03-30

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2010-015-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
Remit to Address:	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company?:_____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ State General Services Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? :_____%(List HUB Subcontractor information below).

HUB Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip: _____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____ Date: _____

CONTRACT FOR
MENTAL HEALTH

C-10-015-03-30

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st 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 upon mutual agreement based on the same terms by the parties and terminating the 31st day of August, 2011.

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 used for the provision of services to the clients of the Program; and

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

WHEREAS, the Provider will examined and treat 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:

1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that 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 or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As 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, 78540-0117

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments 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 he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, 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 that might arise from payments received hereunder.

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 the giving of thirty (30) days prior written notice to the other party. Proper notice will 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 provide professional liability, premises liability and auto liability insurance covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

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

8. 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.

9. The Provider will indemnify and hold the Program and the County of Hidalgo harmless 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 or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was 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 or action.

10. 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.

11. 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.

12. 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 same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

13. 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.

14. 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.

15. 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 of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY:_____
Rene Ramirez, County Judge

By:_____
Teresa Flores, Executive Director

ATTEST:

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

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

DUNS
□□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

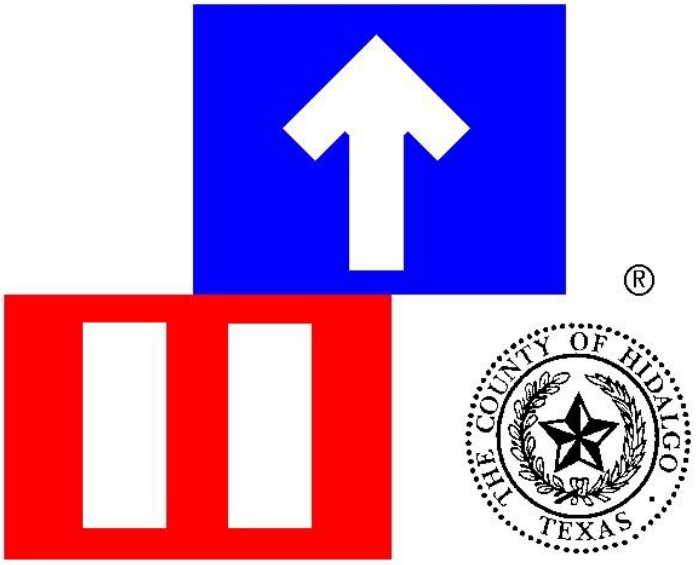
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **MA- W-9** (Rev. April 2009)



Hidalgo County Head Start Program

BID NO:2010-016-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SPECIAL SERVICES PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-016-03-30

1) Request For Qualifications Letter

2) Request for Qualifications, Legal Notice, 7 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, Certification for Primary Covered Transactions 3 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____.

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

May 24, 2010

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-016-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-016-03-30**

1. Sealed Statements of Qualifications will be received for "SPECIAL SERVICES PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Special Service Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Friday April 30, 2010**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Special Service Providers** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending

before any department or agency of the County, Hidalgo County Head Start Program.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Head Start Program no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head

Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2010-016-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-016-03-30

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ('"the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to

conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT.
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, résumé to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and

monitors (Preferably driver and monitor will consist of a male/female, or female/female team).

6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. Vehicles must be registered under the Provider's agency name. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310.
7. Transportation vehicles must have Rehab logo displayed.
8. Parental signed consent form must be carried in transportation vehicle at all times.
9. Parental Consent Form must not have any attachments without Head Start approval.

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual.
   D. Physical Therapy - Individual.
   E. Occupational Therapy - Individual.
   F. Individual Education Plan (I.E.P.) Meetings.
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.
   I. Direct Supervision of Licensed Assistants in Speech Language Pathology.
   J. Time frame for children's services/treatment to include transport time should not exceed more than two hours. If children receive more than one discipline, separate appointment times should be scheduled.
   K. Children's therapy must be scheduled starting at 1:00 p.m.

L. Special services providers must use the Head Start "Transportation Consent Form" with their letterhead information. (Exhibit F)

M. Children picked-up for therapy services from Head Start site must be returned to the same Head Start site.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner 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 Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
   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, cities, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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:**

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:**
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:**
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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 30, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

RFQ # 2010-016-03-30

Exhibit B
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).

Hidalgo County Head Start Program
SPECIAL SERVICES
RFQ № 2010-016-03-30

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

RFQ 2010-016-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2010-016-03-30

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ # 2010-016-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
Remit to Address:	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? □Yes □ No

If yes, by whom?: □ State General Services Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?:_____%(List HUB Subcontractor information below).

HUB Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

HUB Subcontractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip: _____
Contact Person:_____Title:_____Phone №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“PARENT CONSENT FOR TRANSPORTATION”

RFQ # 2010-016-03-30

PARENT CONSENT FOR DISABILITY TRANSPORTATION AND EMERGENCY MEDICAL SERVICE

CENTER TO AGENCY

Transportation:

I,_____, hereby give consent for my child_____, to
Name of Parent or Guaridan Child's Name

be transported from the center_____ to _____
Name of Center Name of Agency

for therapy, thereafter, will be transported back to the center.

Emergency Medical Attention:

In the event that I can not be reached for a medical emergency, I authorize the person in charge to take my child_____, to a local attending physician or hospital. I give my consent for
Child's Name

necessary emergency treatment when my child is in the care of such physician, hospital, or clinic.

_____(_____) _____
Parent or Guardian Signature Telephone Number Date

_____(_____)_____
Physician's Name Physician's Address Telephone Number

CONTRACT FOR SERVICES
DISABILITY
C-10-016-03-30

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August 2011.**

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' (clients) 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 agree 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 that 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 or 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 reviews of activities, services and expenditures of 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, 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, 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 that 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

OR

_____
_____
_____
_____

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 31st, 2010) of the Contract period at the same rate and terms as provided in this Agreement. 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Date approved:
Policy Council 03/ /2010
Commissioners Court 03/ /2010

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **In compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **MA- W-9** (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **CHILDREN'S CARE REHABILITATION CENTER, LLC,** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

Children's Care Rehabilitation Center, LLC
106 N. Daniel Salinas Blvd. Ste. A
Donna, Tx 78537

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
CHILDREN'S CARE
REHABILITATION CENTER, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B
Fee Schedule

CHILDREN'S CARE REHABILITATION CENTER, LLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 50.00
b. Speech Therapy Re-Evaluation	$ 50.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 50.00
e. Occupational Therapy Re-Evaluation	$ 50.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 50.00
h. Physical Therapy Re-Evaluation	$ 50.00
i. Physical Therapy Treatments - 30 Minute Units	$ 35.00
j. Aquatics - 15/30 Minute Units	$ N/A

Print Date: 03/13/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0281855209	from: 12:01 AM Standard Time on: 03/22/10 to: 12:01 AM Standard Time on: 03/22/11

Named Insured and Address:

Children's Care Rehabilitation Center LL
128 N Salinas Blvd
Donna, TX 78537-2926

Medical Specialty: Occupational Therapist Firm
Code: 80721

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit
Personal Liability	none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 2,659.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10-19-09

PRODUCER

Roel Villanueva Insurance
702 W. Expwy 83, Suite A
Pharr, TX 78577
956-702-4200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Children's Care Rehabilitation Center, LLC
106 N. Daniel Salinas Blvd, Suite A
Donna, TX 78537

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	0001173707	10-25-09	10-25-10	E.L. EACH ACCIDENT	$ 100
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100
						E.L. DISEASE - POLICY LIMIT	$ 500
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
PO Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2010

PRODUCER
JERRY MOLINA INSURANCE
313 N Ware
McAllen, TX 78501
(956) 661-8338

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Childrens Care Rehabilitation Center, LLC
128 N Daniel Salinas Blvd # A
Donna, TX 78537-2926

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE GROUP	
INSURER B: SOUTHERN COUNTY MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	069399081	03-22-10	03-22-11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ $ 2,000,000 $
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [x] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC565384	08-11-09	08-11-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HEADSTART PROGRAM
1901 W HWY 107
MCALLEN TX 78504

PO BOX 0117
EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Jerry Molina Insurance
3313 N Ware Road, #1
McAllen TX 78501
(one block north of Briar Cliff Nursing Home)

Date :	5/28/10	**Pages :**	2
Time:	4:20 PM		
To :	Maryann .	**From :**	Jerry Molina
Company :	Headstart	**Company :**	Jerry Molina Insurance
Fax:	381-0439	**Fax:**	956-661-0110
Phone :	383-0706	**Phone :**	956-661-8338

Comments:

Maryann,

Here is a vehicle list for Children's Care Rehab.

Thank You,

Jerry Molina

VISIT OUR WEBSITE
JERRYMOLINA.COM

Vehicle List Report
For:
Childrens Care Rehabilitation

Year	Make	Model	VIN	Cost New
07	HONDA	ODYSSEY	5FNRL38287B084814	
07	HONDA	ODYSSEY	5FNRL382X7B111799	
2010	Honda	Odyssey	5NRL3H29AB050940	

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Children's Care Rehabilitation Center

Address: 128 N. Daniel Salinas Blvd.

By: Yvonne T. Castelan

Printed Name: Yvonne T. Castelan

Title: President/CEO

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Children's Care Rehabilitation Center
ADDRESS: 128 N. Daniel Salinas Blvd.
AUTHORIZED REPRESENTATIVE: Yvonne T. Castedan
SIGNATURE: Yvonne T. Castedan
TITLE: President / CEO
TELEPHONE: (956) 464-1002 FAX NO. (956) 464-1007
E-MAIL: Childrenscarerehabct@rgv.rr.com
DATE: 4/26/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Yvonne T. Castelan

Print Name: Yvonne T. Castelan

Title: President/CEO

Telephone Number: (950) 404-1002

Date: 4/26/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Yvonne T. Castelan, possess all of the **APPLICABLE;**

1. Licenses: Facility Registred/Licensed by respective state boards. Speech therapist, Occupational therapist + social workers possess current licensure/certification throughout their respected state boards.
2. Bonds: N/A
3. Certificates: Certified by Medicare/Medicaid to operate as an outpatient rehab facility. Clinicians are CPR/First AID certified.
4. Permits: Safety Permits + Occupancy permits been awarded to this facility by the city of Donna for all requirments
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/26/10
Date

Children's Care Rehabilitation Center
Company

128 N. Daniel Salinas Blvd.
Address

Donna, Texas, 78537
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, CCRC, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Jose L. Coll, president CEO

Subscribed and sworn to before me this 27 day of April, 2010.

Notary Public

My Commission expires: Dec. 04, 2012, ~~2010~~

FRANCISCA GUEL
Notary Public, State of Texas
My Commission Expires
December 04, 2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Children's Care Rehab Center **Telephone Name:** (956) 464-1002

dba Name:

Legal Name:

Mailing Address: 128 N. Daniel Salinas Blvd. **Fax Name:** (956) 464-1007

Physical Address:

City, State, Zip: Donna, Texas, 78537 **Tax I.D. №** 20-2285932

Remit to Address: **City, State, Zip**

E-Mail Address: childrenscarerehabctr@rgv.rr.com

Representative(s) Name(s) & Title(s) Yvonne T. Castelan, President CEO

Type of Organization(check one): ✓ Individual ___Partnership ___Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

ate Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ✓
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO ✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO ✓

What type of product(s) is/are solicited by your company? Speech, occupational, social services
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

ate Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Children's Care Rehabilitation Center, (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Children's Care Rehabilitation Center, (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Yvonne T. Castelan

Print Name: Yvonne T. Castelan

Title: President - CEO

Telephone No.: (956) 464-1002 Date: 4/26/10

2097917

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Yvonne T. Castelan

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Yvonne T. Castelan

Signature of person doing business with the governmental entity

Yvonne T. Castelan

1/28/10

Date

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CHILDREN'S CARE REHABILITATION CENTER, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
128 N. DANIEL SALINAS BLVD.

Requester's name and address (optional)

City, state, and ZIP code
DONNA, TEXAS 78537

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
2	0	–	2	2	8	5	9	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 4/26/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **RGV Enterpises, LLC. dba/ Little All-Stars Children's Rehab. DayCare** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

RGV Enterprises LLC. dba/ Little All-Stars
Children's Rehab. DayCare
710 S. Cage Blvd. Ste B
Pharr, Texas 78577

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RGV Enterprises LLC. dba/ Little All-Stars Children's Rehab. DayCare

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEADSTART PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

RGV ENTERPRISES LLC, DBA LITTLE ALL-STARS CHILDRENS REHAB. DAY CARE

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 37.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 37.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments - 30 Minute Units	$ 37.00
j. Aquatics - 15/30 Minute Units	$ n/a

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/2010

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE COUNTY MUTUAL	
INSURER B: COLONY INSURANCE	
INSURER C: TAGA	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		NTL AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BK332P100526-001	05/26/2010	05/26/2011	WC STATU-TORY LIMITS ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
C		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
HEAD START PROGRAM
ATTN: MARYANN
1901 W HIGHWAY 107
MCALLEN TX 78504-

CANCELLATION

AI 103992

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY) 05/20/2010

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THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: COLONY INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

COVERAGES

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NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY		07/16/2009	07/16/2010	EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	$
B		OTHER PROFESSIONAL	AP511695	07/16/2009	07/16/2010	PER CLAIM	1,000,000
						AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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CERTIFICATE HOLDER

HIDALGO COUNTY
HEAD START PROGRAM
ATTN: MARYANN
1901 W HIGHWAY 107
MCALLEN TX 78504-

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RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE COUNTY MUTUAL	
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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY	AP511695	07/16/2009	07/16/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ INCLUDED
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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INSURERS AFFORDING COVERAGE — NAIC #

INSURED
RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

INSURER A: PROGRESSIVE COUNTY MUTUAL
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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		GENERAL LIABILITY				EACH OCCURRENCE $
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
		CLAIMS MADE OCCUR				MED EXP (Any one person) $
						PERSONAL & ADV INJURY $
						GENERAL AGGREGATE $
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $
A		AUTOMOBILE LIABILITY	05470918-01	06/15/2010	06/15/2011	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
		ANY AUTO				BODILY INJURY (Per person) $
		ALL OWNED AUTOS				BODILY INJURY (Per accident) $
	X	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) $
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $ / AGG $
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE $
		OCCUR CLAIMS MADE				AGGREGATE $
						$
		DEDUCTIBLE				$
		RETENTION $				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N				E.L. EACH ACCIDENT $
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $
						E.L. DISEASE - POLICY LIMIT $
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2006 DODGE CARAVAN VIN: 1D4GP25B06B513961
2002 DODGE VAN VIN: 1B4GP44392B641044
2009 FORD ECONOLINE WA VIN:1FBNE31L89DA66551
2010 NISSAN SENTRA VIN: 3N1ABGAP3AL653393

AI 103992

CERTIFICATE HOLDER

HIDALGO COUNTY
HEAD START PROGRAM
ATTN: MARYANN
1901 W HIGHWAY 107
MCALLEN TX 78504-

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Certification For
Primary Covered Transactions

1. The RGV ENTERPRISES LLC LITTLE ALL-STARS REHAB (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the RGV ENTERPRISES LLC LITTLE ALL-STARS REHAB (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: ALFREDO AGUILERA, OTR

Title: CEO

Telephone No.: 956-961-4176 Date: 04-14-2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: RGV ENTERPRISES LLC **Telephone Name:** (956) 961-4176

dba Name: LITTLE ALL-STARS CHILDRENS REHAB

Legal Name:

Mailing Address: 710 S. CAGE BLVD STE B **Fax Name:** (956) 961-4170

Physical Address: 710 S. CAGE BLVD STE B

City, State, Zip: PHARR TX 78577 **Tax I.D. №** 32-0282264

Remit to Address: **City, State, Zip**

E-Mail Address: LITTLEALLSTARSREHAB@YAHOO.COM

Representative(s) Name(s) & Title(s) ALFREDO AGUILERA OTR, CEO

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 80111315 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 32-0282264

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ✓ Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
ALFREDO AGUILERA OTR, CEO

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ✓
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO ✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, María G. Garza, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: [signature]

Subscribed and sworn to before me this 23rd day of April, 2010.

María G. Garza

Notary Public

MARIA G. GARZA
Notary Public, State of Texas
My Commission Expires
March 15, 2014

My Commission expires: 3/15/2014, 2010

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

ALFREDO AGUILERA, CEO

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

04/14/2010

Date

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

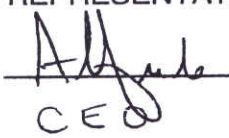
We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: RGV ENTERPRISES LLC DBA LITTLEALL-STARS CHILDREN'S REHAB

ADDRESS: 710 S. CAGE BLVD STE B PHARR TX 78577

AUTHORIZED REPRESENTATIVE: ALFREDO AGUILERA, OTR

SIGNATURE: 

TITLE: CEO

TELEPHONE: 956-961-4176 FAX NO. 956-961-4170

E-MAIL: LITTLEALLSTARSREHAB@YAHOO.COM

DATE: 04-14-2010

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, RGV ENTERPRISES LLC DBA LITTLE ALL-STARS CHILDENS REHAB, possess all of the **APPLICABLE**;

1. Licenses: SPEECH THERAPY, OCCUPATIONAL & PHYSICAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

04/14/2010
Date

RGV ENTERPRISES LLC DBA LITTLE ALL-STARS CHILDRENS REHAB
Company

710 S. CAGE BLVD STE B
Address

PHARR TX 78577
City, State, Zip

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Alfredo Aguilera

Print Name: ALFREDO AGUILERA

Title: CEO

Telephone Number: 956-961-4176

Date: 04-14-2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: RGV ENTERPRISES LLC, DBA LITTLE ALL-STARS CHILDRENS REHAB

Address: 710 S. CAGE BLVD STE B

By: Alfredo Aguilera

Printed Name: ALFREDO AGUILERA, OTR/CEO

Title: CEO

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

RGV ENTERPRISES LLC DBA LITTLE ALL-STARS CHILDRENS REHAB

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____ 05-21-2010

Signature of person doing business with the governmental entity — Date

JAVIER ORTIZ

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
RGV Enterprises LLC

Business name, if different from above
LIttle All-Stars Childrens REhab

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -------
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
710 S Cage Blvd Ste B

Requester's name and address (optional)

City, state, and ZIP code
Pharr TX 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
32 0282264

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/24/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **River Health Care, LLC dba / Treehouse Rehab Center** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

River Health Care, LLC dba /Treehouse Rehab Center
327 W. 3rd St.
Mercedes, Tx 78570

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RIVER HEALTH CARE, LLC
DBA / TREEHOUSE REHAB CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

RIVER HEALTH CARE, LLC DBA/ TREEHOUSE REHAB CENTER

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 10.00
b. Speech Therapy Re-Evaluation	$ 10.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 10.00
d. Occupational Therapy Evaluation Individual	$ 10.00
e. Occupational Therapy Re-Evaluation	$ 10.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 10.00
g. Physical Therapy Evaluation Individual	$ 10.00
h. Physical Therapy Re-Evaluation	$ 10.00
i. Physical Therapy Treatments - 30 Minute Units	$ 10.00
j. Aquatics - 15/30 Minute Units	$ n/a

From: Willis of Texas McAllen Tx To: Mary Ann Page: 2/4 Date: 5/25/2010 9:34:29 AM
Client#: 13282 TREEREH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/25/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
River Health Care LLC DBA Treehouse Rehabilitation Center
327 West 3rd. Street
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: SOUTHERN VANGUARD INSURANCE COM	
INSURER C: Progressive County Mutual	24260
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	64200318	04/16/10	04/16/11	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
C		AUTOMOBILE LIABILITY	054850340	06/30/09	06/30/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000304702	08/19/09	08/19/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	YES			E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A		OTHER Professional Liability	64200318	04/16/10	04/16/11	$2,000,000. Aggregate $1,000,000. $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Mateo Diaz IV, Owner
Vehicles: 2007 Dodge Van #2659, 2006 Dodge Van #8425 & 2009 Dodge Caravan #0174
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Headstart Program
P O Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Mateo Diaz IV, of Treehouse Rehab

Address: 327 W. 3rd St Mercedes, Tx 78570

By: Mateo Diaz, IV

Printed Name: MATEO DIAZ IV

Title: President/Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: River Health Care DBA Treehouse Rehab

ADDRESS: 327 W. 3rd Mercedes, Tx 78570

AUTHORIZED REPRESENTATIVE: Mateo Diaz, IV

SIGNATURE: _____

TITLE: President / Administrator

TELEPHONE: 956-565-9300 FAX NO. 956-565-9686

E-MAIL: treehouserehab@aol.com

DATE: 04/08/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: Mateo Diaz, IV

Title: President/Administrator

Telephone Number: 956-565-9300

Date: 4/08/2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Mateo Dric of Treehouse, possess all of the **APPLICABLE**;

1. Licenses: ✓
2. Bonds: _____
3. Certificates: _____
4. Permits: ✓
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

04/08/2010
Date

Treehouse Rehab
Company

327 W. 3rd St
Address

Mercedes, Tx 78570
City, State, Zip

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Treehouse Rehab **Telephone Name:** (956) 565-9300

dba Name: Treehouse Rehab

Legal Name: River Healthcare, L.L.C.

Mailing Address: 327 W. 3rd St **Fax Name:** (956) 565-9686

Physical Address: 327 W. 3rd St

City, State, Zip: Mercedes, Tx 78570 **Tax I.D. №** 364595948

Remit to Address: 327 W. 3rd St **City, State, Zip** Mercedes, Tx 78570

E-Mail Address: treehouserehab@aol.com

Representative(s) Name(s) & Title(s) Mateo Diaz, IV OTR - President / Administrator

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
X LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 364595948

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Therapy Center

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Mateo Diaz, IV

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ✓
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Treehouse (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Treehouse (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Mateo Diaz, IV

Title: President/Administrator

Telephone No.: 956-565-9300 Date: 04/08/2010

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
RIVER HEALTH CARE, LLC DBA Treehouse Rehab

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
327 W. 3rd St.

Requester's name and address (optional)

City, state, and ZIP code
Mercedes, Tx 78570

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
36 : 4595948

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 04/06/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the

substantially similar to this Form W-9.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Rising Stars Therapy Center, LLC** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provides 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 Prog...

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

Rising Stars Therapy Center, LLC
2402 Brock ST. Ste. B
Mission TX, 78572

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.

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

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RISING STARS THERAPY CENTER, LLC

BY: _____
(Provider's Name)

Elizabeth Medina
(Print Name)

CEO
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 aid 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.

Exhibit B
Fee Schedule

RISING STARS THERAPY CENTER, LLC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation	$ 50.00
b. Speech Therapy Evaluation	$ 50.00
c. Speech Therapy Session	$ 30.00
d. Nutritional Evaluation	$ 50.00
e. Nutritional Consultation	$ 300.00
f. Occupational Therapy	$ 30.00
g. Physical Therapy Evaluation Individual	$ N/A
h. Physical Therapy Re-Evaluation	$ N/A
i. Physical Therapy Treatments-30 Minute Units	$ N/A
j. Aquatics-15/30 Minute Units	$ N/A

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06//10

PRODUCER

Roel Villanueva Insurance
702 W. Expwy 83, Ste A
Pharr, TX 78577
956-702-4200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Rising Stars Therapy Center
2402 Brock St., Ste B
Mission, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	0001202556	06/26/09	06/26/10	E.L. EACH ACCIDENT	$ 100
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100
						E.L. DISEASE - POLICY LIMIT	$ 500
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
PO Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Exhibit B
Fee Schedule

RISING STARS THERAPY CENTER, LLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 50.00
b. Speech Therapy Re-Evaluation	$ 50.00
c. Speech Therapy Treatments - 30 Minute Units	$ 30.00
d. Occupational Therapy Evaluation Individual	$ 50.00
e. Occupational Therapy Re-Evaluation	$ 30.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 30.00
g. Physical Therapy Evaluation Individual	$ n/a
h. Physical Therapy Re-Evaluation	$ n/a
i. Physical Therapy Treatments - 30 Minute Units	$ n/a
j. Aquatics - 15/30 Minute Units	$ n/a

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/27/2010

PRODUCER
EDDY MOLINA INSURANCE
N Ware
Mcallen, TX 78501
(956) 661-8338

INSURED
Rising Stars Therapy Center, LLC
2402 Brock St, Ste B
Mission, TX 78572

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE GROUP	
INSURER B: SOUTHERN COUNTY MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	069399082	06-12-09	06-12-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ $ 2,000,000 $
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	STC565593	08-17-09	08-17-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Headstart Program
1901 W Hwy 107
Mcallen Tx 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Po Box 0117

May. 14. 2010 2:29PM

UNIT DESCRIPTION

Unit #	Year	Age	Make & Model	Vin	ACV	Terr	Unit Type
1	2005	5	PONTIAC 7 PASS VAN	1GMDV03L950285298	23180	57	Trk
2	2007	3	HONDA ODYSSEY VAN	1FNRL38287B073598	24986	57	Trk
3	2008	2	HONDA CIVIC	1HGA16516L116531	19317	57	Trk
4	2008	2	FORD F350	1FBSS31L38DB34362	38326	57	Trk
5	2007	3	HONDA ODYSSEY VAN	5FNRL38206B075686	24685	57	Trk
6	2008	2	HONDA ODYSSEY VAN	5FNRL38298B081336	24685	57	Trk

UNIT INFORMATION

Unit #	Radius	Zone G/T	Use	GVW	Class Code	Prim Fct	Sec Fct	Border	Ded Comp/Coll	S/C	Bob Tail	PDR
1	100	/	S	0	01134	1.00	1.00	Yes	501/501	0.81	No	4.46
2	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.46
3	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.45
4	100	/	S	10000	01135	1.00	2.00	Yes	501/501	0.81	No	4.23
5	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.46
6	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.46

LIENHOLDER INFORMATION

1	GMAC	P O BOX 660208 DALLAS,TX 75266
2	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY MD 21065-0200
3	AMERICAN HONDA FINANCE	P O BOX 650200 HUNT VALLEY, MD 21065-0200
4	FORD MOTOR CREDIT CO	P O BOX 105704 ATLANTA GA 30348
5	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY,MD 21065-0200
6	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY,MD 21065-0200

PREMIUM BREAKDOWN

Unit #	BI	PD	PIP	UMBI	UMPD	Comp	Coll	SUBTOTAL
1	$1,249.00	$0.00	$200.00	$350.00	$0.00	$413.00	$620.00	$2,832.00
2	$1,249.00	$0.00	$200.00	$350.00	$0.00	$446.00	$668.00	$2,912.00
3	$1,249.00	$0.00	$200.00	$350.00	$0.00	$344.00	$516.00	$2,659.00
4	$1,876.00	$0.00	$300.00	$350.00	$0.00	$649.00	$973.00	$4,148.00
5	$1,249.00	$0.00	$200.00	$350.00	$0.00	$440.00	$659.00	$2,898.00
6	$1,249.00	$0.00	$200.00	$350.00	$0.00	$440.00	$659.00	$2,898.00

May. 14. 2010 2:22PM

Print No. 1905/1[illegible]

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Status	Policy Number	Policy Period
018098	970	HPG	0282021844	from: 12:01 AM Standard Time on: 05/01/10 to: 12:01 AM Standard Time on: 05/01/11

Named Insured and Address	Program Administrator
Rising Stars Therapy Center, LLC 2402 Brock St Ste B Mission, TX 78572-3257 Medical Specialty: Speech Language Pathologist Firm Code: 80716	Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218 **Insurance Provided by** American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY			
A. PROFESSIONAL LIABILITY				
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			
B. COVERAGE EXTENSIONS:				
License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 25,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid			$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	Included in A. PL limit shown above	
Fire & Water Legal Liability	Included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none

D. GENERAL LIABILITY Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 1,294.00 QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: RISING STARS THERAPY CENTER LLC

ADDRESS: 2402 BROCK ST STE B MISSION TX 78572

AUTHORIZED REPRESENTATIVE: Elizabeth Medina

SIGNATURE: Elizabeth Medina

TITLE: CEO

TELEPHONE: 956 583 7752 FAX NO. _____

E-MAIL: risingstarsrehab@aol.com

DATE: 04/09/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Elizabeth Medina

Print Name: Elizabeth Medina

Title: CEO

Telephone Number: (956) 583-7752

Date: 4/09/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Rising Stars Therapy Center, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/09/10
Date

Rising Stars Therapy Center
Company

2402 Brock St. Ste B
Address

Mission Tx 78572
City, State, Zip

2098359

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

his questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

Rising Stars Therapy Center LLC

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [signature]

Signature of person doing business with the governmental entity

4/09/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Elizabeth Medina dba Rising Stars Therapy Gr, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Elizabeth Medina CEO

Subscribed and sworn to before me this 29th day of April, 2010.

Claudia Medina

Notary Public

My Commission expires: Sept. 14, 2013, 2010

CLAUDIA MEDINA
My Commission Expires
September 14, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Rising Stars Therapy Center LLC **Telephone Name:** (956) 583 7752

dba Name:

Legal Name:

Mailing Address: 2402 Brack St Ste B **Fax Name:** (956) 583 7753

Physical Address: 2402 Brack St Ste B

City, State, Zip: Mission TX 78572 **Tax I.D. №** 202193722

Remit to Address: **City, State, Zip** Mission

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
X LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization X Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Elizabeth Medina, Owner CEO

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ✓
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? Rehabilitative Services
Would you like to be provided with specifications for procurements of such products ?: YES✓ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The RISING STARS THERAPY CTR (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the RISING STARS THERAPY CTR (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Elizabeth Medina

Print Name: Elizabeth Medina

Title: CEO

Telephone No.: 951 6583752 Date: 4/09/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Rising Stars Therapy Center, LLC

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ ~~Limited Liability Company~~

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
2402 Brock St. Ste. B.	
City, state and ZIP code	**City, state and ZIP code**
Mission, Tx. 78572	

Phone # (956) 583-7752 Fax # (956 5837793 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
20-2193322

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** [signature] **Date ▶** 4/09/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st 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 **Head 2 Toes Rehab., Inc.** (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 31st 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

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

Head To Toes Rehab, Inc.
931 South Alamo
Alamo, Texas 78516

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.

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Head To Toes Rehab, Inc.

BY: _____
(Provider's Name)

Noe Reyes
(Print Name)

President
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 aid 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.

Exhibit B
Fee Schedule

HEAD 2 TOES REHAB, INC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Assessment/Re-assessment	$ 50.00
b. Speech Therapy Monthly assessment	$ 50.00
c. Speech Therapy Treatments	$ 20/15 min
d. Occupational Therapy Assessment/Re-assessment	$ 50.00
e. Occupational Therapy monthly assessment	$ 50.00
f. Occupational Therapy Treatments -	$ 20/15 min
g. Physical Therapy Assessment/Re-Assessment	$ 50.00
h. Physical Therapy Monthly assessment	$ 50.00
i. Physical Therapy Treatments -	$ 20/15 min
j. Aquatics - 15/30 Minute Units	$ N/A

Commercial Certificate of Insurance

Agency Name & Address
- ROBERT GARZA INS AGENCY
- 1109 W NOLANA AVE #101
- MCALLEN, TX. 78504

Issue Date (MM/DD/YY): 04/29/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St 19 Dist. 42 Agent 321

Insured Name & Address
- HEAD 2 TOES REHAB INC
- NOE REYES
- 931 ALAMO RD
- ALAMO, TX. 78516

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D: EVANSTON INSURANCE CO

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D	X	General Liability	COMP GL #183634-A	04/29/10	04/29/11	General Aggregate	$ 1,000,000.00
	X	Commercial General Liability	PROFESSIONAL LIA	04/29/10	04/29/11	Products-Comp/OPS Aggregate	$ 1,000,000.00
		- Occurrence Version	EVANSTON INS CO			Personal & Advertising Injury	$ 1,000,000.00
		Contractual - Incidental Only				Each Occurrence	$ 1,000,000.00
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$
						Medical Expense (Any one person)	$
B	X	Automobile Liability	#60473-21-82	04/13/10	04/13/11	Combined Single Limit	$
	X	All Owned Commercial Autos	FARMERS TX CM			Bodily Injury (Per person)	$ 300,000.00
		Scheduled Autos	INCLUDES: UNINS	04/13/10	04/13/11	Bodily Injury (Per accident)	$ 500,000.00
		Hired Autos	UNDERINS COV			Property Damage	$ 500,000.00
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
B	X	Workers' Compensation and	WORKERS COMP IN	04/29/10	04/29/11	Statutory	
						Each Accident	$ 100,000.00
B	X	Employers' Liability	FARMERS #0519FY	04/29/10	04/29/11	Disease - Each Employee	$ 100,000.00
						Disease - Policy Limit	$ 500,000.00

Description of Operations/Vehicles/Restrictions/Special Items:

Certificate Holder Name & Address
- HIDALGO COUNTY HEAD START
- PROGRAM
- PO BOX 0117
- EDINBURG, TX. 78540

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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.

ROBERT GARZA JR. AGENT

TEXAS
BUSINESS AUTO
COVERAGE FORM
DECLARATIONS

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
Regional Offices: 180 Farmers Circle, Austin, Texas 78728
17105 FM 1325, Austin, Texas 78728

ITEM ONE

NAMED INSURED : REYES, NOE
MAILING ADDRESS : HEAD 2 TOES REHAB
: 931 S ALAMO RD
: ALAMO TX 78516

QW49130
Monthly Pay Plan No.

19-42-321
Agent

60473-21-82
Policy Number

Form of Business: DOCTOR'S OFFICE

[X] Individual [ ] Partnership [ ] Corporation [ ] Other

RENEWS NO:

Policy Period from 04/13/10 to 04/13/11 12:01 AM Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)
LIABILITY Bodily Injury Property Damage Combined Liability	7	$ 500 each person/$ 500 each accident $ 500 each accident $ each accident
PERSONAL INJURY PROTECTION	SEE END.	$ SEE SCHEDULE
AUTO MEDICAL PAYMENTS	7	$ SEE SCHEDULE
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	$ 500 each person/$ 500 each accident $ 500 each accident $ each accident
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is less minus $ SEE SCHEDULE Ded. for Each Covered Auto. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed autos.
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is Less Minus $25 Ded. for Each Covered Auto for loss Caused by Mischief or Vandalism. See Item Four for hired or borrowed Autos.
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair whichever is less minus $ SEE SCHEDULE Ded. for Each Covered Auto. See Item four for hired or borrowed Autos.
PHYSICAL DAMAGE TOWING AND LABOR	7	$ SEE SCHEDULE for each disablement of a covered auto

COUNTERSIGNED 5/24/2010 (Date) By (Authorized Representative)

ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type, Serial Number (S) Vehicle Identification Number (VIN)		PURCHASED: Original Cost New	PURCHASED: Actual Cost & New (N) USED (U)	TERRITORY: Town & State where Covered Auto will be principally garaged		
2	05 CHRYSLER 2C8GP64L55R591793	SV TOWN & COU	24770		ALAMO	TX	57
3	03 DODGE 1D4GP24R33B150882	SV GRAND CARA	22210		ALAMO	TX	57
4	06 FORD 2FMZA52296BA20511	SV FREESTAR S	26925		ALAMO	TX	57
5	09 [illegible]						

Head To Toes
Rehab, Inc

OFFICE
931 South Alamo Rd
Alamo, Texas 78516

PHONE
956-787-1124

FAX
956-787-1126

EMAIL
nreyes@head2toesrehab.com

2010 - 2011 Fee Schedule

1 The provider shall be paid only for full and satisfactory completion of the following services:

Speech Therapy Assessment/Re-assessment	$50.00
Speech Therapy Monthly assessment	$50.00
Speech Therapy Treatments	$20/15 min-unit
Transportation	Courtesy

Occupational Therapy Assessment/Re-assessment	$50.00
Occupational Therapy Monthly assessment	$50.00
Occupational Therapy Treatments	$20/15 min-unit
Transportation	Courtesy

Physical Therapy Assessment/Re-assessment	$50.00
Physical Therapy Monthly assessment	$50.00
Physical Therapy Treatments	$20/15 min-unit
Transportation	Courtesy

381- 0439

2101634

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Noe Reyes representing Head To Toes Rehab, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 NR

Signature of person doing business with the governmental entity

5/11/10
Date

Certification For
Primary Covered Transactions

1. The Head To Toes Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Head To Toes Rehab (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Noe Reyes

Title: Owner / Administrator

Telephone No.: 956-787-1124 Date: 4/28/2010

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Head To Toes Rehab

Address: 931 S. Alamo Rd Alamo Tx 78577

By: _____

Printed Name: Noe Reyes

Title: owner / administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Head To Toes Rehab.

ADDRESS: 931 S. Alamo Rd Alamo Tx 78577

AUTHORIZED REPRESENTATIVE: Noe. Reyes

SIGNATURE: [signature]

TITLE: Owner / Administrator

TELEPHONE: 956-787-1124 FAX NO. 956-787-1126

E-MAIL:

DATE: 4/28/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:

Print Name: Noe Reyes

Title: Owner / Administrator

Telephone Number: 956-787-1124

Date: 4/28/2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Noe Reyes, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/28/10

Date

Head To Toes Rehab

Company

931 S. Alamo Rd

Address

Alamo Tx 78516

City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Noe Reyes, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this 28 day of April, 2010.

Noe Reyes.

Notary Public

My Commission expires: January 25, 2014, 2010

AUDRA C. GARCIA
Notary Public, State of Texas
My Commission Expires
January 25, 2014

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Head To Toes Rehab **Telephone Name:** (956) 787-1124

dba Name: Head To Toes Rehab Inc

Legal Name: Head To Toes Rehab Inc

Mailing Address: 931 S. Alamo Rd Alamo Tx 78516 **Fax Name:** 956-787-1126

Physical Address: 931 S. Alamo Rd

City, State, Zip: Alamo Tx 78516 **Tax I.D. №** 26-4230832

Remit to Address: **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization(check one): X Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify Inc.

State Identification №: _____ **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 26-4230832

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify Rehab Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Nbe Reyes

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt /
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ /
Hispanic American ___
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO/

Indicate Certification №(s): _____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO/

To Be Completed by Head Start: **Rec'd by (Procurement):** _____ **Date Rec'd by (Procurement):** _____

Date Forwarded Information to Finance Office: _____ **Entry Date:** _____ **Vendor №:** _____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) Noe Reyes

Business name, if different from above Head To Toes Rehab, Inc

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 931 South Alamo

Requester's name and address (optional)

City, state, and ZIP code Alamo, Texas 78516

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

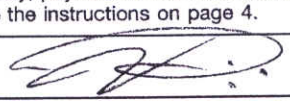
Employer identification number 26-4230832

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ 4/13/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

substantially similar to this Form W-9

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Life Span Rehabilitation Center, LLC** (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 **31st** 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

Life Span Rehab Center, LLC
427 E. Duranta Ave Ste. 110
Alamo, TX 78516

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.

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
LIFE SPAN REHAB CENTER, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

LIFE SPAN REHABILITATION CENTER, LLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 60.00
e. Occupational Therapy Re-Evaluation	$ 60.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 60.00
h. Physical Therapy Re-Evaluation	$ 60.00
i. Physical Therapy Treatments - 30 Minute Units	$ 35.00
j. Aquatics - 15/30 Minute Units	$ n/a

Print Date: 09/14/09

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0419194114	from: 12:01 AM Standard Time on: 09/10/09 to: 12:01 AM Standard Time on: 09/10/10

Named Insured and Address:

Life Span Rehabilitation Center, LLC
427 E Duranta Ave Ste 110
Alamo, TX 78516-3409

Medical Specialty:
Speech Language Pathologist Firm

Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit
Personal Liability	none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 3,016.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
GSL 5589

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas H. Molawer

MAY/13/2010/THU 09:40 AM Eddie Villarreal Ins FAX NO. 9569810627 P. 001/001

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/13/2010

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LIFE SPAN REHAB CENTER LLC
c/o JOHNNY RODRIGUEZ
427 E DURANTA AVE STE 110
ALAMO, TX 78516
956-782-4647

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE EXCHANGE	
INSURER B: EMPIRE FIRE & MARINE INS	
INSURER C: FARMERS INSURANCE EXCHANGE	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	60470 32 21	12-18-09	12-18-10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 75,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CL0996562	12-08-09	12-08-10	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A0744 50 36	08/07/09	08/07/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 100,000
						E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Scheduled Autos: 1) 2010 HONDA ODYSSEY #08593, 2) 2010 HONDA ODYSSEY #35181
3) 2010 HONDA ODYSSEY #34708, 4) 2006 HONDA ODYSSEY #08650

PHYSICAL, OCCUPATIONAL, SPEECH THERAPY CENTER

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
PO BOX 0117
EDINBURG, TEXAS 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

ATTN: A TOVAR

REPRESENTATIVES

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, JOHNNY RODRIGUEZ CATARINA S. ALVARADO, possess all of the **APPLICABLE**;

1. Licenses: ALL THERAPISTS ARE LICENSED & REGISTERED TO PRACTICE IN THE STATE OF TEXAS.
2. Bonds: N/A
3. Certificates: ALL STAFF IS CPR/FIRST AID CERTIFIED FOR CHILDREN/INFANTS.
4. Permits: COMPANY HAS OBTAINED ALL CITY, COUNTY & STATE PERMITS NEEDED TO OPERATE AS A BUSINESS.
5. Other: FACILITY IS CERTIFIED & REGISTERED BY MEDICARE & MEDICAID. FACILITY HOLDS CURRENT PHYSICAL/OCCUPATIONAL THERAPY STATE BOARDS REGISTRATION.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/29/10
Date

LIFE SPAN REHABILITATION CENTER, LLC
Company

427 E. OLIVANTA AVE., STE 110
Address

ALAMO, TX 78516
City, State, Zip

Certification For
Primary Covered Transactions

1. The LIFE SPAN REHABILITATION CENTER (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the LIFE SPAN REHABILITATION CENTER (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: CATHERINA S. ALVARADO / JOHNNY RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER / PRESIDENT

Telephone No.: 956-782-4647 Date: 4/29/10

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Johnny Rodriguez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this 30 day of April, 2010.

Daniella Rainero

Notary Public

My Commission expires: August 28, 2011, ~~2010~~

Daniella V Rainero
Notary Public, State of Texas
My Commission Expires:
August 28, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: LIFE SPAN REHABILITATION CENTER, LLC **Telephone Name:** (956) 782-4647

dba Name: N/A

Legal Name: LIFE SPAN REHABILITATION CENTER, LLC

Mailing Address: 427 E. DURANTA AVE., STE. 110 **Fax Name:** (956) 782-5087

Physical Address: 427 E. DURANTA AVE., STE. 110

City, State, Zip: ALAMO, TX 78516 **Tax I.D. №** 39-2063076

Remit to Address: 427 E. DURANTA AVE, STE 110 **City, State, Zip** ALAMO, TX 78516

E-Mail Address: C.ALVARADO@MYLIFESPANREHAB.COM

Representative(s) Name(s) & Title(s) CATARINA S. ALVARADO, CEO; JOHNNY RODRIGUEZ, PRESIDENT

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 39-2063076

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify REHAB FACILITY

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
CATARINA S. ALVARADO, CEO + JOHNNY RODRIGUEZ, PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? PHYSICAL, OCCUPATIONAL + SPEECH THERAPY SERVICES
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: LIFE SPAN REHABILITATION CENTER, LLC

Address: 427 E. OBANTA AVE, STE 116, ALAMO, TX 78516

By: _____

Printed Name: CATARINA S. ALVARADO / JOHNNY RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Life Span Rehabilitation Center, LLC

ADDRESS: 427 E. Durango Ave., Ste 110, Alamo, TX 78516

AUTHORIZED REPRESENTATIVE: Catarina S. Alvarado / Johnny Rodriguez

SIGNATURE:

TITLE: Chief Executive Officer / President

TELEPHONE: 956-782-4647 FAX NO. 956-782-5081

E-MAIL: c.alvarado@mylifespanrehab.com

DATE: 4/29/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: JOHNNY RODRIGUEZ CATARINA E. ALVARADO

Title: CHIEF EXECUTIVE OFFICER

Telephone Number: 956-782-4647

Date: 4/29/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
LIFE SPAN REHABILITATION CENTER, LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
427 E. ALAMEDA AVE., SUITE 110

Requester's name and address (optional)

City, state, and ZIP code
ALAMO, TX 78516

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
39:2063076

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-13-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a

2. Certify that you are not subject to backup withholding

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **RGV'S Training Wheels Therapy Clinic, LLC.,** (hereinafter "Provider") to serve at the pleasure of the. 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 **31st** 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 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

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

RGV'S Training Wheels Therapy Clinic, LLC.,
2506 Buddy Owens
McAllen TX, 78504

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

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RGV'S TRAINING WHEELS
THERAPY CLINIC, LLC.,

BY: Edna Tijerina
(Provider's Name)

Edna Tijerina
(Print Name)

CFO
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

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

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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

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.

Exhibit B
Fee Schedule

RGV'S TRAINING WHEELS THERAPY CLINIC, PLLC

2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments- 30 Minute Units	$ 40.00
d. Occupational Therapy Evaluation Induvidual	$ 55.00
e. Occupational Therapy Re-Evaluation	$ 55.00
f. Occupational Therapy Treatments-30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 55.00
h. Physical Therapy Re-Evaluation	$ 55.00
i. Physical Therapy Treatments-30 Minute Units	$ 35.00
j. Aquatics 15/30 Minute Units	$ 30.00

CERTIFICATE OF LIABILITY INSURANCE

OP ID NO

DATE (MM/DD/YYYY): 04/14/10

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 Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone:956-682-2841 Fax:956-630-4015	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RGVTR-2
INSURED RGV's Training Wheels Therapy Clinic LLC 2506 Buddy Owens Dr. McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Ins. Co. — 40282 INSURER B: National Interstate Ins. Co. INSURER C: United National Insurance Co. 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PACP8570B541TLC10	04/19/10	04/19/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 300000 $ 5000 $ 1000000 $ 2000000 $ 2000000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			SCA002436700	10/17/09	10/17/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE [X] RETENTION $ 10000			CUP0824Y081IND10	04/19/10	04/19/11	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under			UB1218M78510	04/19/10	04/19/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000

HIDCHDS

Hidalgo County Headstart
Program
1/4 Mile W. 10th St on Hwy107
Edinburg TX 78539

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

Chris Graham

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NATIONAL INTERSTATE
3250 Interstate Drive
Richfield, OH 44286
(330) 659-8900

COMMERCIAL AUTO DECLARATION

Policy Number:	SCA 0024367-00
Named Insured:	RGV'S TRAINING WHEELS THERAPY CLINIC, LLC
Agent:	Capstone Underwriters Inc

THE LISTING OF LIMITS AND PREMIUMS PER VEHICLE ON THIS DECLARATIONS PAGE MAY NOT BE COMBINED WITH THE SAME LIMITS FOR THE SAME COVERAGE ON ANOTHER AUTO, UNLESS THE POLICY'S LANGUAGE ALLOWS THE STACKING OF LIMITS.

ITEM THREE: SCHEDULE OF COVERED AUTOS

VEHICLE DESCRIPTIONS

Unit #	Year	Make/Model	Type	VIN	Stated Amount	GVW	Radius	Territory
1	2007	DODGE/MINI VAN	Mini Van	1D4GP24R37B136414	$15,000	N/A	0-50 Mi	57
2	2009	DODGE/GRAND CARAVAN	Mini Van	2D8HN44E19R514638	$18,988	N/A	0-50 Mi	49

COVERAGES - PREMIUMS, LIMITS, AND DEDUCTIBLES

Unit #	LIABILITY		MED PAY		PERSONAL INJURY PROTECTION	
	Limit	Premium	Limit	Premium	Limit	Premium
1	$1,000,000 CSL	$518			$2,500	$55
2	$1,000,000 CSL	$488			$2,500	$50

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Printed Name: Betsaida Tijerina

Title: CEO / Administrator / MA-CCC-SLP

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Betsaida Tijerina, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, ST, OT
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

April 23, 2018
Date

BGV's Training Network Therapy Clinic, LLC

McAllen, Texas 78504
City, State, Zip

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Betsaida Tijerina

Print Name: Betsaida Tijerina

Title: CEO/Administrator/MA-CCC-SLP

Telephone Number: (956) 668-8888

2094487

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

Betsaida Tijerina

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Hidalgo County Head Start
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

section. N/A

4 Betsaida Tijerina — 4/29/10

Signature of person doing business with the governmental entity — Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Betsaida Tijerina, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

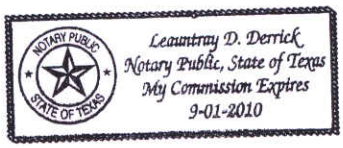
(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Betsaida Tijerina CEO MA CCC-SLP

Notary Public

My Commission expires: 9-1-2010, 2010



HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: RGV's Training Wheels Therapy Clinic, LLC **Telephone Name: (956)** 668-9090

dba Name:

Legal Name: (same as above)

Mailing Address: 2506 Buddy Owens **Fax Name: (956)** 928-1000

Physical Address: (same as above)

City, State, Zip: McAllen, Texas 78504 **Tax I.D. №**

Remit to Address: **City, State, Zip**

E-Mail Address: rgvstrainingwheels@yahoo.com

Representative(s) Name(s) & Title(s) Betsaida Tijerina, CEO/Administrator/MA-CCC-SLP

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ✓LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-2503389

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify Rehab/Therapy

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Betsaida Tijerina / Administrator

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:

Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ Date Rec'd by (Procurement):_____

ate Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The RGV's Training Wheels (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the RGV's Training Wheels (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Betsaida Tijerina

Print Name: Betsaida Tijerina

Title: CEO / Administrator / MA-CCC-SLP

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (Just legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See specific instruction on page 2)

RGV'S Training Wheels Therapy Clinic, LLC

Business name, if different from above. (See specific instruction on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership ☐ Other ▶ ----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
2506 Buddy Owens	
City, state and ZIP code	**City, state and ZIP code**
McAllen, Tx. 78504	

Phone # 956 668-9090 Fax # 956 668-9098 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
20-2503289

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** Benjamin **Date ▶** 4/26/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Thera-Care Rehab Services, PLLC** (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 **31st** 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

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

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

Thera-Care Rehab Services, PLLC
7600 W. Expressway 83
Mission Tx, 78572

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

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
THERA-CARE REHAB SERVICES, PLLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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;

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.

Exhibit B
Fee Schedule
THERACARE REHAB SERVICES, PLLC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 50.00
b. Speech Therapy Re-Evaluation	$ 50.00
c. Speech Therapy Treatments- 30 Minute Units	$ 25.00
d. Occupational Therapy Evaluation Individual	$ 50.00
e. Occupational Therapy Re-Evaluation	$ 50.00
f. Occupational Therapy Treatments-30 Minute Units	$ 25.00
g. Physical Therapy Evaluation Individual	$ 50.00
h. Physical Therapy Re-Evaluation	$ 50.00
[illegible]	$ 25.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/12/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Thera-Care Rehab Services, PLLC
P O Box 848
Mission, TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Homeland Ins Company of New Yor	
INSURER B: General Star Indemnity	37362
INSURER C: Texas Mutual Insurance Company	22945
INSURER D: Hallmark County Mutual Insuranc	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MFL029510	03/22/10	03/22/11	EACH OCCURRENCE	$1,500,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$1,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
D		AUTOMOBILE LIABILITY	TXA50502900	03/15/10	03/15/11	COMBINED SINGLE LIMIT (Ea accident)	$500,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	IXG410721-Auto	03/12/10	03/12/11	EACH OCCURRENCE	$$500,000
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001210717	04/06/10	04/06/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
							$1,000,000 PSS

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
Hidalgo County Head Start Program PO BOX 0117 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Schedule of Commercial Vehicles

Print Date: 05/12/10

PLLC

Company	
Hallmark County Mutual In	
Policy Number	
TXA50502900	
Effective Date	**Expiration Date**
03/15/10	03/15/11

Agency Name and Address

Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

	Body Type	GVW / GCW Cost New	Comp Ded	Vehicle I.D. Number Coll Ded	ST	Date On Class Code	Date Off Premium
a SR5	SPORT	$9,750	$500	5TDZT34A43S203865 $500	TX	03/15/10	
Ce/L	VAN	$7,400	$500	5TDZA23C75S356536 $500	TX	03/15/10	
W/Chair	VAN	$7,350	$500	1GAHG39UX51160760 $500	TX	03/15/10	
G3500	VAN	$8,675	$500	1GAHG39U961210694 $500	TX	03/15/10	
CE/L	VAN	$9,850	$500	5TDZA23C66S543073 $500	TX	03/15/10	
	VAN	$8,000	$500	1FBSS31L66HB41098 $500	TX	03/15/10	
00	VAN	$8,800	$500	1GAHG39U771201770 $500	TX	03/15/10	
SE	SPORT	$2,950	$500	2FMZA51634BA74002 $500	TX	03/15/10	
SE	SPORT	$8,250	$500	2FMDA51207BA24962 $500	TX	03/15/10	
	VAN	$15,625	$500	5N1BV28U28N111561 $500	TX	03/15/10	
	VAN	$16,025	$500	5N1BV28U98N115431 $500	TX	03/15/10	
	VAN	$15,325	$500	5TDZK23C08S149763 $500	TX	03/15/10	
	VAN	$17,450	$500	5N1BV28U28N123497 $500	TX	03/15/10	
burban	SPORT	$22,800	$500	3GNFC16047G125255 $500	TX	03/15/10	
	VAN	$13,400	$500	1FBNE31L48DA80168 $500	TX	03/15/10	
a	VAN	$19,375	$500	5TDZK23C49S239337 $500	TX	03/15/10	
a	VAN	$20,000	$500	5TDZK23C79S236982 $500	TX	03/15/10	

May. 13. 2010 9:26AM Thera-Care Rehab Services, PLLC No. 5691 P. 4

Schedule of Commercial Vehicles

	Body Type	GVW / GCW Cost New	Comp Ded	Vehicle I. D. Number Coll Ded	ST	Date On Class Code	Date Off Premium
t	VAN	$25,500	$500	5N1BV28U19N103890 $500	TX	03/15/10	
t	VAN	$25,500	$500	5N1BV28U29N106250 $500	TX	03/15/10	
/Chair Li	VAN	$45,000	$500	1FTNE24L28DA70241 $500	TX	03/15/10	
/Chair Li	VAN	$38,000	$500	1FTNE24LX8DA70245 $500	TX	03/15/10	

nt Name and Address

iera-Care Reh
O Box 848
ission, TX 7

#	CIL-#	Vehicle D Garage L
1		2003 T Palmvi
2		2005 T Palmvi
3		2005 C Missio
4		2006 C Palmvi
5		2006 T Palmvi
6		2006 I Palmvi
7		2007 C Palmvi
8		2004 Palmvi
9		2007 Palmvi
10		2008 Pharr,
11		2008 Pharr,
12		2008 Missio
13		2008 Missio
14		2007 Missio
15		2008 Palmv
16		2009 Pharr
17		2009 Missio

SGEM C108 (8/88) Pag

Veh. #	Clt #	Vehicle Garage
18		2009 Pharr
19		2009 Pharr
20		2008 Pharr
21		2008 Palmv

CISGEM C108.2 (8/88)

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Printed Name: ANNIE MARIE ESGUERRA

Title: CFO/ADMINISTRATOR

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: THERA-CARE REHAB SERVICES, PLLC

ADDRESS: 7600 West Expressway 83, Mission, TX 78572

AUTHORIZED REPRESENTATIVE: ANNIE MARIE ESGUERRA

SIGNATURE: Annie Marie Esguerra

TITLE: CFO/ADMINISTRATOR

TELEPHONE: (956) 289-4700 FAX NO. (956) 519-3935

E-MAIL: esguerraannie@yahoo.com

DATE: 4/26/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Annie Marie Esguerra

Print Name: ANNIE MARIE ESGUERRA

Title: CFO/ ADMINISTRATOR

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, THERA-CARE REHAB SERVICES, PLLC, possess all of the **APPLICABLE**;

1. Licenses: LICENSED BY TEXAS BOARD OF PHYSICAL AND OCCUPATIONAL EXAMINERS (SEE ATTACHED LICENSES)
2. Bonds: N/A
3. Certificates: CERTIFIED BY MEDICARE AND MEDICAID AS AN OUTPATIENT REHABILITATION FACILITY (ORF) (SEE ATTACHED CERTIFICATIONS)
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Annie Marie Esquivel
Authorized Signature

4/26/10
Date

Address

MISSION, Texas 78572

City, State, Zip

2093788

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

ANNIE MARIE ESQUERRA

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Annie Marie Esguerra
Signature of person doing business with the governmental entity

4/15/2010
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ANNIE MARIE ESGUERRA, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Annie Marie Esguerra PT, DPT - CFO

Notary Public

My Commission expires: June 21, 2010

LINDA CANTU
MY COMMISSION EXPIRES
June 21, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: THERA-CARE REHAB SERVICES, PLLC **Telephone Name: (956)** 283-9442

dba Name: N/A

Legal Name: THERA-CARE REHAB SERVICES, PLLC

Mailing Address: 1904 TESORO BLVD. PHARR TX 78577 **Fax Name: (956)** 519-3935

Physical Address: 7600 WEST EXPRESSWAY 83

City, State, Zip: MISSION, TEXAS 78572 **Tax I.D. №** 86-1075948

Remit to Address: 1904 TESORO BLVD. **City, State, Zip** PHARR TEXAS 78577

E-Mail Address: esguerraannie@yahoo.com

Representative(s) Name(s) & Title(s) ANNIE MARIE ESGUERRA, PT, DPT - CFO/ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____ **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 86-1075948

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Would you like to be provided with specifications for procurements of such products ?: YES ✓ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The THERA-CARE REHAB SERVICES, PLLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Annie Marie Esguerra

Print Name: ANNIE MARIE ESGUERRA

Title: CFO/ADMINISTRATOR

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)
THERA - CARE REHAB SERVICES, PLLC

Business name, if different from above. (**See Specific Instruction** on page 2)
N/A

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► PLLC

Legal Address: number, street, and apt. or suite no.
7600 WEST EXPRESSWAY 83

Remittance Address: if different from legal address number, street, and apt. or suite no.
1904 TESORO BLVD.

City, state and ZIP code
MISSION TEXAS 78572

City, state and ZIP code
PHARR TEXAS 78577

Phone # (956) 283-9442 Fax # (956) 519-3935 Email address: esguerraannie@yahoo.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
86-1075948

DUNS
☐☐☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply.

Sign Here **Authorized Signature** ► Annie Marie Esguerra **Date** ► 4/20/10

Purpose of Form

conditions. This is called "backup withholding."

5. You do not certify to the requester that you are not subject to backup withholding under 4 above

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Melody's Kids Care, LLC** (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 **31st** 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

Melody's Kids Care, LLC
833 E. Esperanza Ave. Ste. C
McAllen Tx, 78501

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MELODY'S KIDS CARE, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

MELODY'S KIDS CARE, LLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ N/A
e. Occupational Therapy Re-Evaluation	$ N/A
f. Occupational Therapy Treatments - 30 Minute Units	$ N/A
g. Physical Therapy Evaluation Individual	$ N/A
h. Physical Therapy Re-Evaluation	$ N/A
i. Physical Therapy Treatments - 30 Minute Units	$ N/A
j. Aquatics - 15/30 Minute Units	$ N/A

CERTIFICATE OF INSURANCE

DATE(MM/DD/YY) 11/03/2009

PRODUCER
Myron F. Steves and Co.
6800 PARK TEN BLVD, SUITE 160-S
SAN ANTONIO, TX 78213
Houston Tx 77098

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: COLONY INSURANCE COMPANY

INSURED
MELODY'S KIDS CARE, LLC
833 E ESPERANZA AVE, SUITE C
MCALLEN, TX 78501

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

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 BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS MADE [ ] OCCUR [ ] OWNER'S & CONT PROT	AP511164(10)	10/28/2009	10/28/2010	GENERAL AGGREGATE	$2,000,000
					PRODUCTS-COM/OP AGG	$ INCLUDED
					PERSONAL & ADV. INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$50,000
					MED EXP (Any one person)	$ SEE BELOW
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE [ ] INCL [ ] EXCL				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
A	OTHER PROFESSIONAL LIABILITY	AP511164(10)	10/28/2009	10/28/2010	INCLUDED IN THE GL LIMITS OF 1MIL/2 MIL	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RETRO DATE: 10-28-08; MED PAY: $2,500 OCCURANCE/$10,000 AGGREGATE. CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECTS TO THE NAMED INSURED'S BUSINESS OPERATIONS. PROFESSIONAL LIABILITY IS INCLUDED IN GL LIMITS. SEXUAL ABUSE LIMITS OF 100,000/300,000

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
ATTN: MR TOVAR-PROCUREMENT PROGRAM
1/4 MILE WEST OF 10TH STREET ON HWY 107
P O BOX 0117
EDINBURG, TX 78504-1117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE 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 Fred Steves

M.O. copy to ins - 11/05/09

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2009

PRODUCER
Ronnie Cantu Insurance Agency, Inc.
810 West Ferguson
Pharr, TX 78577
P F

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Melody's Kids Care LLC
833 E Esperanza Ave., Suite C
McAllen, Tx 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	☐	GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	☐	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
	☐	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				✓ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	61WBCZH0143-09	08/18/2009	08/18/2010	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 100,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Speech Therapists by Contract

CYNTHIA A SALAZAR - EXCLUDED FROM COVERAGE

CERTIFICATE HOLDER

Hidalgo County Head Start Program
Attn: Mr. Tovar-Procurement Program
1/4 Mi West of 10th St., on Hwy 107
P O Box 0117
Edinburg, Tx 78540-0117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ronnie Cantu Ins Agency, Inc

ACORD 25 (2009/01)

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08/20/09 - Sent to Co.
Need P/c out for Ins + Off.

Produced using FormsBoss Web software, www.FormsBoss.com; © Impressive Publishing 800-206-1977

AMENDED

Company Name

CERTIFICATE OF INSURANCE

NATIONAL LIABILITY & FIRE INSURANCE COMPANY

3024 Harney Street Omaha, Nebraska 68131-3580

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. 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 which may substantially limit coverage. Where reference is made to an Aggregate Limit, those limits are Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 06-04-2010

NAME OF INSURED MELODY'S KIDS CARE, LLC

P.O. ADDRESS 833 ESPERAZA AVE, SUITE C, MCALLEN, TX 78501

POLICY NUMBER	KINDS OF INSURANCE	LIMITS	EFFECTIVE	EXPIRES
	COMMERCIAL GENERAL LIABILITY ☐ Occurrence Form ☐ Claims-Made Form Coverages: ☒ Premises-Operations ☐ Products/Completed Operations ☐ Other (Specify) _____ General Aggregate Limit Products-Completed Operations Aggregate Limit Personal & Advertising Injury Limit Each Occurrence Limit Fire Damage Limit (Any One Fire) Medical Expense Limit (Any One Person) Aggregate Limit on Claims Expenses	$ _____ $ _____ $ _____ $ _____ $ _____ $ _____ $ _____		
73APR242624	AUTOMOBILE LIABILITY Bodily Injury — Each Person Each Accident Property Damage — Each Accident Bodily Injury and Property Damage Combined Single Limit	$ _____ $ _____ $ _____ $ 500,000	10-28-2009	10-28-2010
	GARAGE LIABILITY Bodily Injury and Property Damage — Auto Only / Other than Auto Combined Single Limit Aggregate Limit Garagekeepers Insurance: ☐ Legal Liability ☐ Direct Excess ☐ Direct Primary	$ _____ / $ _____ $ _____ $ _____		
	EXCESS LIABILITY ☐ Automobile ☐ General Liability Name of Primary Insurer: _____ Primary Limits Excess Limits General Aggregate Limit ☐ Aggregate Limit Inclusive of Claims Expenses	$ _____ $ _____ $ _____		
	Workers Compensation Employer's Liability	$ Statutory Limits $		
73APR242624	Other PHYSICAL DAMAGE COMP-DED $500 COLLISION-DED $500		10-28-2009	10-28-2010

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CERTIFICATE HODER IS LISTED AS A DESIGNATED INSURED BUT ONLY WITH RESPECTS TO THE NAMED INSURED'S BUSINESS OPERATIONS ON THE 2007 DODGE PICKUP RAM 3500 HEAVY DUTY QUAD CAB VIN #15696, 2005 DENALY TRLR DUTMEN #12043 AND 2004 NISSAN MAXIMA SE, #85846. EFF: 6-3-10

In the event of any material change in or cancellation of said policies, the COMPANY intends to, but is not obligated to, notify the party to whom this Certificate is addressed of such change or cancellation, and COMPANY undertakes no responsibility by reason of any failure to do so.

This Certificate issued to:

HIDALGO COUNTY HEAD START PROGRAM

P O BOX 0117

EDINBURG, TX 78540-0117

By Fred Steves

Title AUTHORIZED REPRESENTATIVE

M-100J(4/91)

NOTE TO AGENT - Mail copy to Home Office Immediately

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Melody Kids Care, LLC

Address: 1809 S. Jackson Rd Edinburg, TX 78539

By: Patricia E. Doria-Rosas

Printed Name: patricia E Doria-Ros

Title: Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Melody Kids Care, LLC

ADDRESS: 1809 S. Jackson Rd Edinburg TX 78539

AUTHORIZED REPRESENTATIVE: Patricia E. Doria-Rosas

SIGNATURE: Patricia Doria Ros

TITLE: Administrator

TELEPHONE: (956) 292-6600 FAX NO. (956) 720-4293

E-MAIL: patdr@yahoo.com

DATE: 4-29-10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Patricia E. Doria-Rosas

Print Name: Patricia E. Doria-Rosas

Title: Administrator

Telephone Number: (956) 292-6600

Date: 4-29-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Patricia Doria-Rosas, possess all of the **APPLICABLE**;

1. Licenses: Texas State Board of Examiners for Speech Pathologists
   Texas State Board of Examiners for Speech Pathologist-Assistant
2. Bonds: _____
3. Certificates: National Speech & Language Hearing Association (Certificate of Clinical Competence).
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Patricia E Doria Ros
Authorized Signature

4-29-10
Date

Melody Kids Care, LLC
Company

1809 S. Jackson Rd
Address L

Edinburg TX 78539
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Patricia E. Doria-Rosas

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No N/A

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4 Patricia E. Doria Ros

Signature of person doing business with the governmental entity

4-29-10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Patricia Doria-Rosas, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Patricia E Doria Ros

Subscribed and sworn to before me this 30 day of APRIL, 2010.

Notary Public

My Commission expires: 6/26/2014 ~~2010~~

LILIANA GLORIA
My Commission Expires
June 26, 2014

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Melody Kids Care, LLC **Telephone Name:** (956) 292-6600

dba Name:

Legal Name: Melody Kids Care, LLC

Mailing Address: 1809 S. Jackson Rd **Fax Name:** 956 720-4293

Physical Address:

City, State, Zip: Edinburg TX 78539 **Tax I.D. №** 26 3 80 8309

Remit to Address: **City, State, Zip**

E-Mail Address: patdr@yahoo.com

Representative(s) Name(s) & Title(s) Patricia E. Doria-Rosas, Administrator

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 263 80 8309 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor X Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Patricia Doria-Rosas

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt X

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American X Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO X

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO X

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Melody Kids Care, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Melody Kids Care, LLC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Patricia Doria-Rosas

Print Name: Patricia Doria-Rosas

Title: Administrator

Telephone No.: (956) 292-6600 Date: 4-29-10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Melody Kids Care, LLC

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ► LLC

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
833 E Esperanza Ave, Ste C	1809 S. Jackson Rd
City, state and ZIP code	**City, state and ZIP code**
McAllen, TX 78504	Edinburg TX 78539

Phone # (956) 631-8844 Fax # (956) 631-8855 Email address: pedr@yahoo.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
26-3108309

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)
DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ► Peter Dan Rot | **Date** ► 4-29-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **ProCare Therapies, P.C.,** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

ProCare Therapies, P.C.
P.o. Box 247
18360 FM 493
La Blanca TX, 78558

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 31st, 2010) 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
PROCARE THERAPIES, P.C.

BY: _____
(Provider's Name)

Sylvia R. Rodriguez
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B
Fee Schedule

PROCARE THERAPIES PC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments-30 Minute Units	$ 35.00
j. Aquatics-15/30 Minute Units	$ N/A

Print Date: 08/31/09

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285056315	from: 12:01 AM Standard Time on: 08/28/09 to: 12:01 AM Standard Time on: 08/28/10

Named Insured and Address:

Pro Care Therapies, PC
18360 Fm 493
#3
La Blanca, TX 78558

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY			
A. PROFESSIONAL LIABILITY				
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			
B. COVERAGE EXTENSIONS:				
License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.			
Workplace Liability	none			
Fire & Water Legal Liability	none			
Personal Liability			none	
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.			
General Liability (GL)	$1,000,000	each occurrence	$1,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to		$250,000	sub-limit
Personal Liability			none	

Total: $ 1,611.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

RONNIE CANTU INS
810 W FERGUSON
PHARR, TX 78577
956-787-8539

PROGRESSIVE

Policy number: 08218994-4
Underwritten by:
Progressive County Mutual Ins Co
May 6, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
HIDALGO COUNTY HEAD START PROGRAM 1901 W STATE HWY 107 MCALLEN, TX 78504	PROCARE THERAPIES,PC P O BOX 247 LA BLANCA, TX 78558	RONNIE CANTU INS 810 W FERGUSON PHARR, TX 78577

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 31, 2009	Policy Expiration Date: Aug 31, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$500,000 Combined Single Limit
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2006 TOYOTA SIENNA CE/LE 5TDZA23C86S502766	
Medical Payments	$2,000
Comprehensive	$500 Ded
Collision	$500 Ded
2005 TOYOTA COROLLA CE/LE/S 1NXBR32E15Z362150	
Medical Payments	$2,000
Comprehensive	$500 Ded
Collision	$500 Ded

Continued

Policy number: 08218994-4

Certificate number
12610SGE994

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2010

PRODUCER
VALLEY INSURANCE PROVIDERS
P O BOX 3783
MCALLEN, TX 78502
(888) 661-3938
XW434 882

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
PRO CARE THERAPIES PC
P.O. BOX 247
17359 FM 493 STE #3
LA BLANCA, TX 78558

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	UB-8317C230-09	10/17/2009	10/17/2010	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 WEST STATE HIGHWAY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Mary J. Swan

ACORD 25 (2009/01)

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Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: ProCare Therapies, PC

Address: P.O. BOX 247
18360 FM 493 Ste # 3 La Blanca Medical Center
La Blanca TX 78558

By: Sylvia R Rodriguez

Printed Name: Sylvia R. Rodriguez

Title: Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: ProCare Therapies, PC

ADDRESS: P.O. Box 247
18360 FM 493 Ste. #3 La Blanca Medical Center
La Blanca, TX 78558

AUTHORIZED REPRESENTATIVE: Sylvia R. Rodriguez

SIGNATURE: Sylvia R. Rodriguez

TITLE: Administrator

TELEPHONE: (956) 262-1192 FAX NO (956) 262-9226

E-MAIL: procaretherapiespc@yahoo.com

DATE: 4/21/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Sylvia R Rodriguez

Print Name: Sylvia R. Rodriguez

Title: Administrator

Telephone Number: (956) 262-1192

Date: 4/21/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, ProCare Therapies, PC, possess all of the **APPLICABLE**;

1. Licenses: Texas Board of Physical Therapy Examiners (Facility Renewal Certificate, Individual License Renewals-Therapists), DHHS Medicare & Medicaid Provider License Number.
2. Bonds: _____
3. Certificates: Facility License Certificate
4. Permits: City Ordinance Permits
5. Other: Professional Liability Insurance

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Sylvia B Rodriguez
Authorized Signature

4/21/10
Date

ProCare Therapies, PC
Company

P.O. Box 247
18360 FM 493 Ste #3
Address

La Blanca, TX 78558
City, State, Zip

EXHIBIT D

2093048

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.
ProCare Therapies, PC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section. N/A

4

Signature of person doing business with the governmental entity
Jorge Escobedo

4/13/10
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Sylvia R. Rodriguez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Sylvia R Rodriguez – Administrator

Subscribed and sworn to before me this 14th day of April, 2010.

Notary Public

My Commission expires: October 05, 2010 2011

RODRIGO MARTINEZ
Notary Public, State of Texas
My Commission Expires
October 05, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: ProCare Therapies, PC **Telephone Name:** (956) 262-1192

dba Name:

Legal Name:

Mailing Address: P.O. BOX 247 **Fax Name:** (956) 262-9226

Physical Address: 18360 FM 493 Ste. #3 La Blanca Medical Center

City, State, Zip: La Blanca, TX 78558 **Tax I.D. №** 134203487

Remit to Address: **City, State, Zip**

E-Mail Address: procaretherapiespc@yahoo.com

Representative(s) Name(s) & Title(s) Sylvia R. Rodriguez, OTR Administrater

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 134203487

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Sylvia R. Rodriguez

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ✓

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The ProCare Therapies, PC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ProCare Therapies, PC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Sylvia R Rodriguez

Print Name: Sylvia R. Rodriguez

Title: Administrator

Telephone No.: (956) 262-1192 Date: 4/21/10

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
JORGE ESCOBEDO

Business name, if different from above
PROCARE THERAPIES P C

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO BOX 247

Requester's name and address (optional)

City, state, and ZIP code
LA BLANCA TX 78558

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
1	3	–	4	2	0	3	4	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Rodrigo Martinez Date ► 04/08/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Best Care Physical Therapy P.C., dba / Advanced Therapy Solutions** (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 **31st** 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

Best Care Physical Therapy P.C.,
dba / Advanced Therapy Solutions
4716 S. Jackson
Edinburg Tx, 78539

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
BEST CARE PHYSICAL THERAPY P.C., dba / ADVANCED THERAPY SOLUTIONS

BY: _____
(Provider's Name)

Margarita Falcon
(Print Name)

Program Adm.
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 aid 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.

Exhibit B

Fee Schedule

BEST CARE PHYSICAL THERAPY P.C. DBA/ ADVANCED THERAPY SOLUTIONS

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 35.00
b. Speech Therapy Re-Evaluation	$ 35.00
c. Speech Therapy Treatments - 30 Minute Units	$ 20.00
d. Occupational Therapy Evaluation Individual	$ 35.00
e. Occupational Therapy Re-Evaluation	$ 35.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 20.00
g. Physical Therapy Evaluation Individual	$ 35.00
h. Physical Therapy Re-Evaluation	$ 35.00
i. Physical Therapy Treatments - 30 Minute Units	$ 20.00
j. Aquatics - 15/30 Minute Units	$ n/a

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO | DATE (MM/DD/YYYY) 08/31/09

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
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: BESTC-2

INSURED
Best Care Physical Therapy PC
DBA: Advance Therapy Solutions
4716 S Jackson
Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	
INSURER B:	FirstComp Insurance	22945
INSURER C:	Progressive Insurance Co.	
INSURER D:	United National Insurance Co.	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS003341379	01/06/10	01/06/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			036655613	08/24/09	08/24/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TRP0001205571	10/19/09	10/19/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
D	United National Prof. Liability			AH000032609	08/01/09	08/01/10	Per Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached vehicle list.

CERTIFICATE HOLDER

HIDCHED

Hidalgo Country Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

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

Chris Hatton

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Summary of Insurance

Prepared: 5/7/2010 Page 1

For: **Best Care Physical Therapy PC**
dba Advance Therapy Solutions
4716 S Jackson
Edinburg, TX
78539 956-618-1300

Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen, TX
78505-1630 956-682-2841

Automobile - Driver Schedule

Policy No. 036655613

1	2005	Nissan	Altima	1N4AL11D35N406390			20,000	X	X		X	1,000	1,000	
2	2008	Chrysler	Town & Country	1A4GP44R26B837182			17,000	X	X		X	1,000	1,000	
3	2006	Chrysler	Town & Country	2A4GP54L16R870960			17,000	X	X		X	1,000	1,000	
4	2008	Dodge	Grand Caravan	1D8HN44H28B108749			16,000	X	X		X	1,000	1,000	
5	2005	Ford	Focus	1FAFP34N15W236224			12,000	X	X		X	1,000	1,000	

This summary does not alter the conditions, exclusions or others terms of the policies themselves.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Advanced Therapy Solutions - Edinburg

Address: 4716 S. Jackson, Edinburg, Texas, 78539

By: Margarita Falcon / Margarita Falcon

Printed Name: Margarita Falcon

Title: Program Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Advanced Therapy Solutions- Edinburg

ADDRESS: 4716 S. Jackson, Edinburg, Texas, 78539

AUTHORIZED REPRESENTATIVE: Margarita Falcon

SIGNATURE: Margarita Falcon / Margarita Falcon

TITLE: Program Administrator

TELEPHONE: 956-618-1300 FAX NO. 956-618-1385

E-MAIL: margie-falcon@aol.com

DATE: 4-29-2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Margarita Falcon

Print Name: Margarita Falcon

Title: Program Administrator

Telephone Number: 956-618-1300

Date: 4-29-2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Margarita Falcon, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Margarita Falcon
Authorized Signature

4-29-2010
Date

Advanced Therapy Solutions-Edinburg
Company

4716 S. Jackson
Address

Edinburg, Texas, 78539
City, State, Zip

2098010

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
Filed for Record in: Hidalgo County by Arturo Guajardo Jr. County Clerk
On: Apr 28,2010 at 04:04P
As a Recording
Document Number: 2098010
Total Fees : 16.00
Receipt Number - 1116523 By, Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Best Care Physical Therapy P.C. dba Advanced Therapy Solutions-Edbg.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ ~~No~~ ✓

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ ~~No~~ ✓

D. Describe each employment or business relationship with the local government officer named in this section.

4 Margarita Falcon

Signature of person doing business with the governmental entity

4-28-10

Date

Margarita Falcon Margarita Falcon

30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, MARGARITA FALCON, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Margarita Falcon / Program Administrator

Subscribed and sworn to before me this 28th day of April, 2010.

Notary Public

My Commission expires: April 3rd, 2010

JUAN SALVADOR TOVAR
Notary Public, State of Texas
My Commission Expires
April 03, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Best Care Physical Therapy P.C. **Telephone Name:** (956-618-1300

dba Name: Advanced Therapy Solutions- Edinburg

Legal Name:

Mailing Address: 4116 S. Jackson **Fax Name:** ( ) 956-618-1385

Physical Address: 4116 S. Jackson

City, State, Zip: Edinburg, Texas, 78539 **Tax I.D. №** 74-3017163

Remit to Address: **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s) Margarita Falcon / Program Administrator

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Margarita Falcon

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Advanced Therapy Solutions Edbg. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Margarita Falcon / Margarita Falcon

Print Name: Margarita Falcon

Title: Program Administrator

Telephone No.: 956-618-1300 Date: 4-29-2010

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Faz Labasba, LLC, dba / Weslaco Therapy Center** (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 **31st** 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

Faz Labasbas, LLC, dba / Weslaco Therapy Center
505 Angelita St. Suite 16
Weslaco Tx. 78596

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 furher, 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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
FAZ LABASBAS, LLC.,
dba / WESLACO THERAPY CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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

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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.

Exhibit B

Fee Schedule

FAZ LABASBAS, LLC/ DBA WESLACO THERAPY CENTER

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 45.00
b. Speech Therapy Re-Evaluation	$ 45.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 45.00
d. Occupational Therapy Evaluation Individual	$ 45.00
e. Occupational Therapy Re-Evaluation	$ 45.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 45.00
g. Physical Therapy Evaluation Individual	$ 45.00
h. Physical Therapy Re-Evaluation	$ 45.00
i. Physical Therapy Treatments - 30 Minute Units	$ 45.00
j. Aquatics - 15/30 Minute Units	$ n/a

Print Date: 04/10/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312173749	from: 12:01 AM Standard Time on: 04/08/10 to: 12:01 AM Standard Time on: 04/08/11

Named Insured and Address:

Faz Labasbas, LLC
505 Angelita Dr Ste 16
Weslaco, TX 78596-4694

Medical Specialty: Physical Therapist Firm
Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 25,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid			$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit
Personal Liability	none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 2,874.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 G-141234-A

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539

Issue Date (MM/DD/YY) 06/09/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 363

Insured Name & Address
- FAZ-LABASBAS, LLC
- WESLACO THERAPY CENTER
- 505 ANGELITA DR
- WESLACO, TEXAS 78596

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D: _____

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	X	General Liability	60432 96 43	01/30/10	01/30/11	General Aggregate	$ 4,000,000
		Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B	X	Automobile Liability	60432 96 43	06/07/10	01/30/11	Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos				Bodily Injury (Per accident)	$
	X	Hired Autos				Property Damage	$
	X	Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

505 ANGELITA DR, WESLACO, TEXAS 78596
PHYSICAL, SPEECH, OCCUPATIONAL THERAPY
2008 HONDA ODYSSEY #5NFRL38228B066407

Certificate Holder

Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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.

Nora Cantu

Authorized Representative

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL INS AGENCY
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539
- PH: 956-381-0951

Issue Date (MM/DD/YY) 04/23/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 363

Insured Name & Address
- WESLACO THERAPY CENTER
- FAZ-LABASBAS, LLC
- 505 ANGELITA DR, STE 16
- WESLACO, TEXAS 78596

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B		General Liability	60432 96 43	01/30/10	01/30/11	General Aggregate	$ 4,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B		Automobile Liability	60432 96 43	01/30/10	01/30/11	Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos				Bodily Injury (Per accident)	$
	X	Hired Autos				Property Damage	$
	X	Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
A	X	Workers' Compensation and Employers' Liability	B07079012	04/24/10	04/24/11	Statutory	
						Each Accident	$ 100,000
						Disease - Each Employee	$ 100,000
						Disease - Policy Limit	$ 500,000

Description of Operations/Vehicles/Restrictions/Special Items:

505 ANGELITA DR STE 16, WESLACO, TEXAS 78596

Certificate Holder

Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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

56-2492 4-94 Copy Distribution: Service Center Command Agent's Copy

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: FAZ LABARBAS, LLC D/B/A WESLACO THERAPY CENTER

Address: 505 ANGELITA ST. STE 16 WESLACO, TX 78596

By: [signature]

Printed Name: JOEL LABARBAS, PT

Title: PRESIDENT

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: FAZ LABARBARA, LLC D/B/A WESLACO THERAPY CENTER

ADDRESS: 505 ANGELITA ST. STE 16 WESLACO TX. 78596

AUTHORIZED REPRESENTATIVE: JOEL LABARBARA PT

SIGNATURE: _____

TITLE: PRESIDENT

TELEPHONE: 956-969-5777 FAX NO. 956-969-5775

E-MAIL: WESLACOTHERAPY@AOL.COM

DATE: 4/28/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

~~Signature:~~ _____

Print Name: JOEL LAGANBAS, PT

Title: PRESIDENT

Telephone Number: 956-969-5777

Date: 4/28/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**;

1. Licenses: TEXAS BOARD OF PHYSICAL AND OCCUPATIONAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

~~Authorized Signature~~

4/28/10
Date

FAZLABADBAZ, LLC D/B/A
WESLACO THERAPY CENTER
Company

505 ANGELITA ST. STE 16
Address

WESLACO, TX. 78596
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.
FAZ LABARBARA, LLC D/B/A WELLACO THERAPY CENTER

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE / N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 JOEL LABARBARA PT

Signature of person doing business with the governmental entity

4/28/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOEL [illegible] / FAT [illegible], LLC D/B/A WELLNESS THERAPY CENTER being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: [signature] / PRESIDENT

Subscribed and sworn to before me this 29th day of April, 2010.

[signature] Maria Teresa Sandoval

Notary Public

My Commission expires: Feb. 3, ~~2010~~ 2011

MARIA TERESA SANDOVAL
MY COMMISSION EXPIRES
February 3, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: FAZ LABARBAS, LLC **Telephone Name:** (956) 969-5774

dba Name: WESLACO THERAPY CENTER

Legal Name: FAZ LABARBAS, LLC.

Mailing Address: 505 ANGELITA ST-STE 16 WESLACO TX. 78596 **Fax Name:** (956) 969-5775

Physical Address: 505 ANGELITA ST. STE 16, WESLACO TX. 78596

City, State, Zip: WESLACO, TX. 78596 **Tax I.D. №** 06-1828867

Remit to Address: 505 ANGELITA ST. STE 16 **City, State, Zip** WESLACO, TX. 78596

E-Mail Address: WESLACOTHERAPY@AOL.COM

Representative(s) Name(s) & Title(s) JOEL LABARBAS / PRESIDENT

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 06-1828867

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify ~~HEALTH CARE SERVICES~~: PHYSICAL THERAPY / OCCUPATIONAL THERAPY / SPEECH THERAPY

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
JOEL LABARBAS, PT / PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? OCCUPATIONAL THERAPY, SPEECH THERAPY, PHYSICAL THERAPY
Would you like to be provided with specifications for procurements of such products ?: YES✓ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

ate Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The FAZ LABAYBAY, LLC d/b/a WESLACO THERAPY CENTER (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: JOEL LABAYBAY JPT

Title: PRESIDENT

Telephone No.: 956-969-5777 Date: 4/28/10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FAZ LABASBAS, LLC.

Business name, if different from above
WEBLACO THERAPY CENTER

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
505 ANGELITA ST. STE 16

Requester's name and address (optional)

City, state, and ZIP code
WEBLACO, TX. 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
06 1828867

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 4/28/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Elsa Therapy & Wellness Center, Inc. dba / JumpStart Therapy & Medical Clinic** (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 **31st** 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

Elsa Therapy & Wellness Center, Inc. dba/
Jumpstart Therapy Medical & Clinic
P.O. Box 1769
Elsa TX, 78543

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Elsa Therapy & Wellness Center Inc.
dba/ Jumpstart Therapy & Medical Clinic
SOLUTIONS

BY: _____
(Provider's Name)

Victor H. De La Cruz
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 aid 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.

Exhibit B
Fee Schedule

ELSA THERAPY & WELLNESS CENTER, INC. DBA/JUMPSTART THERAPY & MEDICAL CLINIC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments - 30 Minute Units	$ 25.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 25.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments - 30 Minute Units	$ 25.00
j. Aquatics - 15/30 Minute Units	$ N/A

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID NO

DATE (MM/DD/YYYY) 08/11/09

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
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: RGVTR-3

INSURED
Jump Start Medical & Therapy
Clinic, ElsaTherapy&Wellness
111 N 17th Street Ste A
Donna TX 78537

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Intersate Ins. Co.	
INSURER B:	Zurich American	
INSURER C:	Texas Mutual Insurance Co.	22945
INSURER D:	United National Insurance Co.	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PAS01803768	08/01/09	08/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SCA000506601	06/13/09	06/13/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $ 0			PAS01803768	08/01/09	08/01/10	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001200113	04/16/10	04/16/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500000 $500000 $500000
D	Professional Liab			AH000115008	05/30/09	05/30/10	Aggregate Per Claim	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is added as additional insured on General liability per attached form #CG2010 07/04. See attached vehicle list.

CERTIFICATE HOLDER

HIDCHDS

Hidalgo County Headstart Program
1/4 Mile W. 10th St on Hwy107
Edinburg TX 78539

CANCELLATION

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

© 1988-2009 ACORD CORPORATION. All rights reserved.

For: Jump Start Medical & Therapy
Clinic, ElsaTherapy&Wellness
111 N 17th Street Ste A
Donna, TX
78537 956-464-0166

Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen, TX
78505-1630 956-682-2841

Business Automobile - Vehicle Schedule

Policy No. SCA000506602

1	2006	Ford	E350	1FBNE31L96HB38808	Donna, TX 78537		22,000	X	X		X	500	1,000	
2	2006	Ford	E350	1FBNE31L86HB00900	Elsa, TX 78543		35,201	X	X		X	500	1,000	
3	2007	Dodge	G. Caravan	1D4GP24R87B254930	Elsa, TX 78543		15,888	X	X		X	500	1,000	
4	2007	Toyota	Sienna	5TDZK23C77S029038	Elsa, TX 78543		14,995	X	X		X	500	1,000	
5	2007	HYUNDAI	ENTOURAGE	KNDMC23397601 9745	Elsa, TX 78543		13,960	X	X		X	500	1,000	
8	2001	Ford	E350	1FTNS24L31HB50106	Donna, TX 78537		15,000	X	X		X	500	1,000	

This summary does not alter the conditions, exclusions or others terms of the policies themselves.

Certification For
Primary Covered Transactions

1. The ELSA THERAPY & WELLNESS CENTER, INC. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ELSA THERAPY & WELLNESS CENTER INC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Victor Hugo DLC

Print Name: VICTOR HUGO DELACRUZ

Title: ADMINISTRATOR

Telephone No.: 956.262.1037 Date: 4/30/10

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, VICTOR HUGO DELACRUZ, possess all of the **APPLICABLE**;

1. Licenses: PROFESSIONAL THERAPIST
2. Bonds: _____
3. Certificates: LIABILITY INSURANCE
4. Permits: BUSINESS (CITY OF DONNA)
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Victor H. De La Cruz
Authorized Signature

4/30/10
Date

ELSA THERAPY & WELLNESS CENTER, INC
Company

PO BOX 1769
Address

ELSA, TX, 78543
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, VICTOR HUGO DELACRUZ, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Victor Hidalgo Administrator

Subscribed and sworn to before me this 30th day of Apr. 1, 2010.

Notary Public

My Commission expires: 06/27, ~~2010~~ 2011

JULISSA R. MARQUEZ
My Commission Expires
June 27, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: ELSA THERAPY & WELLNESS CENTER INC **Telephone Name:** (956) 262-1037

dba Name: JUMP START THERAPY & MEDICAL CLINIC

Legal Name: ELSA THERAPY & WELLNESS CENTER INC

Mailing Address: PO BOX 1769, ELSA, TX, 78543 **Fax Name:** (956) 262-7756

Physical Address: 205 W EDINBURG AVE / 111 N 17th St Ste B & C

City, State, Zip: ELSA, TX, 78543 / DONNA, TX, 78537 **Tax I.D. №** 20-5072717

Remit to Address: PO BOX 1769 **City, State, Zip** ELSA, TX, 78543

E-Mail Address: hugo.delacruz@friendshealthcare.com

Representative(s) Name(s) & Title(s) VICTOR HUGO DELACRUZ, ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 32020039429 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-5072717

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
VICTOR HUGO DELACRUZ, ADMINISTRATOR

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ✓
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? NONE
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

N/A

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
2103362

1 Name of person doing business with local governmental entity.

Elsa Therapy and Wellness Center

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Victor H. De La Cruz

5/17/10

Date

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: ELSA THERAPY & WELLNESS CENTER, INC / DBA JUMPSTART THERAPY & MEDICAL CLINIC

Address: PO BOX 1769, ELSA, TX, 78543

By: Victor H de la Cruz

Printed Name: VICTOR HUGO DE LA CRUZ

Title: ADMINISTRATOR

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: ELSA THERAPY & WELLNESS CENTER, INC. / DBA JUMPSTART THERAPY & MEDICAL CLINIC

ADDRESS: PO BOX 1769, ELSA, TX, 78543

AUTHORIZED REPRESENTATIVE: VICTOR HUGO DELACRUZ

SIGNATURE: Victor H de la Cruz

TITLE: ADMINISTRATOR

TELEPHONE: 956-262-1037 FAX NO. 956. 262-7756

E-MAIL: hugo.delacruz@friendshealthcare.com

DATE: 4/30/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Victor H. De La Cruz

Print Name: VICTOR HUGO DE LA CRUZ

Title: ADMINISTRATOR

Telephone Number: 956.262.1037

Date: 4/30/20

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ELSA THERAPY & WELLNESS CENTER, INC

Business name, if different from above
DBA JUMP START THERAPY & MEDICAL CLINIC

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO BOX 1769

Requester's name and address (optional)

City, state, and ZIP code
ELSA, TEXAS 78543

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
2 0 - 5 0 7 2 7 1 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Victor H. [signature] Date ▶ 4/30/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **SPEECH SUCCESS, LLC** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

Speech Success, LLC
5253 N. 23rd
Mcallen, TX 78504

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
SPEECH SUCCESS, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B
Fee Schedule

SPEECH SUCCESS, LLC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 50.00
b. Speech Therapy Re-Evaluation	$ 50.00
c. Speech Therapy Treatments- 30 Minute Units	$ 30.00
d. Occupational Therapy Evaluation Individual	$ 50.00
e. Occupational Therapy Re-Evaluation	$ 50.00
f. Occupational Therapy Treatments-30 Minute Units	$ 30.00
g. Physical Therapy Evaluation Individual	$ N/A
h. Physical Therapy Re-Evaluation	$ N/A
i. Physical Therapy Treatments-30 Minute Units	$ N/A
j. Aquatics-15/30 Minute Units	$ N/A

CNA

Print Date: 12/19/09

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285389632	from: 12:01 AM Standard Time on: 12/07/09 to: 12:01 AM Standard Time on: 12/07/10

Named Insured and Address:

Speech Success, LLC
5253 N 23rd St
Mcallen, TX 78504-4010

Medical Specialty:
Speech Language Pathologist Firm

Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$3,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 2,676.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C
G-123827-B G-141235-A

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS SPEEC-1

DATE (MM/DD/YYYY) 08/06/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax:956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Speech Success LLC
Fabiloa Trevino
5253 N 23rd
McAllen TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Ins. Co.	40282
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

R ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	UB8469N831	08/06/09	08/06/10	X WC STATU-TORY LIMITS ☐ OTH-ER	
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1000000
	OTHER				E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDCHED

Hidalgo Country Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHEPARD WALTON KING

ACORD 25 (2001/08)

Commercial Certificate of Insurance

Agency Name & Address
- BERNARDO TITO RAMIREZ
- INSURANCE AGENCY
- 111 WEST HWY 83
- PHARR, TX 78577

Issue Date (MM/DD/YY): 05/06/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

Insured Name & Address
- SPEECH SUCCESS, LLC.
- 5322 N 23RD ST.
- McALLEN, TX 78504

Companies Providing Coverage:

Company Letter A: HALLMARK COUNTY MUTUAL INS CO
Company Letter B:
Company Letter C:
Company Letter D:

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	TXA501363	02/11/10	02/11/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

SEE ATTACHED SCHEDULE OF COVERED AUTOS

ADDITIONAL INSURED:

Name & Address
- HIDALGO COUNTY HEAD START
- PROGRAM-PROCUREMENT DEPT.
- P.O. BOX 0117
- EDINBURG, TX 78540

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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

50 2492 4 94

H 01

Received Time May. 6. 2010 2:14PM No. 8747

STC5/5559
Previous Policy Number

Policy No. TXA501363 -02
ITEM ONE

BUSINESS AUTO COVERAGE FORM — TEXAS

DECLARATIONS
HALLMARK COUNTY MUTUAL INSURANCE COMPANY
Dallas, Texas

☐ The declarations include a second part designated "Part 2"

Name of Insured and Mailing Address (NO., STREET, TOWN OR CITY, COUNTY, STATE, ZIP CODE)
ECH SUCCESS, LLC.
5522 NO. 23RD ST.
MCALLEN, TX 78504

BERNARDO TITO RAMIREZ INS AGCY 006737

TRANSPORT PATIENTS TO AND FROM THERAPY

Policy Period: From 02-11-10 To 02-11-11 at 12:01 A.M. Standard Time at your mailing address shown above
Form of Business: ☐ Corporation ☐ Partnership ☒ Individual ☐ Other _____
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to **autos** shown as covered **autos**. **Autos** are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the covered **autos** Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
LIABILITY					
Bodily Injury		$	each person/ $	each accident	$ 10,116.00
Property Damage		$	each accident		
Combined Liability	7	$ 500,000	each accident		
PERSONAL INJURY PROTECTION (P.I.P)	7	$ 2,500	per person		$ 2,700.00
AUTO MEDICAL PAYMENTS		$			$
UNINSURED/UNDERINSURED MOTORISTS					
Bodily Injury		$	each person/ $	each accident	
Property Damage		$	each accident		$ 3,078.00
Combined Liability	7	$ 500,000	each accident		
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 500 Ded. FOR EACH COVERED AUTO BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING †			$ 1,236.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM †			$
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 500 Ded. FOR EACH COVERED AUTO †			$ 1,872.00
PHYSICAL DAMAGE TOWING AND LABOR		for each disablement of a private passenger auto			$

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements - TX CA 100 (08/09)

PREMIUM FOR ENDORSEMENTS	$ 100.00
FULLY EARNED POLICY FEE	$ 516.00
Automobile Theft Prevention Authority Fee	$ 9.00
ESTIMATED TOTAL PREMIUM	$ 19,627.00

S/C .900 Premium shown is payable: $ 19,627.00 at inception

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

† See ITEM FOUR for hired or borrowed autos

Covered Auto NO.	DESCRIPTION Year; Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)	PURCHASED Original Cost New	Actual Cost &	NEW (N) USED (U)	TERRITORY: Town & State Where the Covered Auto will be principally garaged
1	SEE ATTACHED SCHEDULE				
2					
3					

Covered Auto NO.	CLASSIFICATION Radius of Operation (In Miles)	Business use s=service r=retail c=commercial	Size GVW, GCW or vehicle Seating Capacity	Age Group	Primary Rating Factor Liab	Primary Rating Factor Phy. Damage	Secondary Rating Factor	Code	Except for Towing all physical damage loss is payable to you and the loss Payee named below as interest may appear at the time of the loss
1									
2									
3									

THESE DECLARATIONS TOGETHER WITH THE POLICY JACKET, BUSINESS AUTO COVERAGE FORM COMMON POLICY CONDITIONS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Policy No. TXA5U1363 -02

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (Con'd)

Covered Auto No.	DESCRIPTION Year Model, Trade Name, Body Type Serial Number (Or Vehicle Identification Number (VIN))	PURCHASED Original Cost New	Actual Cost A	NEW (N USED (U	TERRITORY: Town & State Where the Covered Auto will be principally garaged
1	2000 TOYOTA VAN 7PASSENGER TRK #4T3ZF13C8YU213120				MCALLEN, TX 057
2	2007 KIA VAN 7 PASSE NGER TRK #KNDMB133976124444		21,000		MCALLEN, TX 057
3	2003 JEEP GRAND CHER OKEE TRK #1J4GX48S73C575359		8,000		MCALLEN, TX 057
4	2006 KIA TRUCK #KNDMB233666031818		14,000		MCALLEN, TX 057
5	2007 GMC YUKON #1GKFC16027J201618		25,000		MCALLEN, TX 057
6	2005 HONDA ODYSSEY VAN #5FNRL38405B027490		15,000		MCALLEN, TX 057
7	2003 FORD WINDSTAR VAN #2FMZA51413BA118				MCALLEN, TX 057
8	02000 FORD EXCURSION #1FMNU4287YEE57172		20,000		MCALLEN, TX 057
9	2000 HYUNDAI SONOTA #KMHWF35V9YA201959				MCALLEN, TX 057

Covered Auto No.	CLASSIFICATION Radius of Operation (In Miles)	Business use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab.	Phy. Damage	Secondary Rating Factor	Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss
1	100	S	10,000	6	1.00		1.00	01134	
2	100	S	10,000	4	1.00	2.96	1.00	01134	KIA MOTOR FINANCE
3	100	S	10,000	6	1.00	3.75	1.00	01134	
4	100	S	10,000	5	1.00	2.95	1.00	01134	
5	100	S	10,000	4	1.00	2.96	1.00	01134	
6	100	S	10,000	6	1.00	2.95	1.00	01134	
7	100	S	10,000	6	1.00		1.00	01134	
8	100	S	10,000	6	1.00	2.96	1.00	01134	
9	100	S	10,000	6	1.00		1.00	01134	

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO columns applies instead)

Covered Auto No.	LIABILITY Premium	P.I.P. OR P.P.I. Premium	ADDED P.I.P. Premium	AUTO. MED. PAY Premium	UM Premium	PHYSICAL DAMAGE STATED* AMOUNT LIMIT	COMPREHENSIVE LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	COMPREHENSIVE Premium	SPEC. CAUSES OF LOSS LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	SPEC. CAUSES OF LOSS Premium	COLLISION LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	COLLISION Premium	TOWING & LABOR Premium
1	1,124	300			342								
2	1,124	300			342	21,000	500	247			1000	374	
3	1,124	300			342	8,000	500	120			500	180	
4	1,124	300			342	14,000	500	164			500	249	
5	1,124	300			342	25,000	500	294			500	446	
6	1,124	300			342	15,000	500	176			500	267	
7	1,124	300			342								
8	1,124	300			342	20,000	500	235			500	356	
9	1,124	300			342								
TOTAL PREM.	10,116	2,700			3,078	XXXXXXXX	XXX	1,236	XXX		XXXX	1,872	

Add'l Coverage(s)– Premium, Limit, Deductible; *Not applicable to Towing and Labor **Limit stated in ITEM TWO.

Received Time May 6 2010 2:14PM No. 0747

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Speech Success, LLC

ADDRESS: 5253 N. 23rd St. McAllen, Tx 78504

AUTHORIZED REPRESENTATIVE: Faviola H. Trevino

SIGNATURE: Faviola H. Trevino M.A. CCC-SLP

TITLE: Owner

TELEPHONE: 956-464-9395 FAX NO. 956-661-9495

E-MAIL: speechsuccess@speechsuccesstherapy.com

DATE: 4/28/10

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Speech Success, LLC

Address: 5253 N. 23rd St. McAllen, Tx 78504

By: [signature]

Printed Name: Faviola H. Trevino

Title: Owner

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: [signature]

Print Name: Faviola H. Trevino

Title: Owner

Telephone Number: 956-664-9395

Date: 4/28/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Faviola H. Trevino, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/28/10
Date

Speech Success, LLC
Company

5253 N. 23rd St.
Address

McAllen, Tx 78504
City, State, Zip

2098002

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Speech Success

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Faviola H. Trevino — 4/28/10

Signature of person doing business with the governmental entity — Date

Faviola H. Trevino

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Speech Success, LLC, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Owner

Subscribed and sworn to before me this 30th day of April, 2010.

Liza Mable Treviño

Notary Public

My Commission expires: 3-6-2014, 2010

Liza Mable Treviño

LIZA MABLE TREVINO
Notary Public, State of Texas
My Commission Expires
March 06, 2014

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Speech Success, LLC **Telephone Name:** (956) 664-9395

dba Name:

Legal Name: Speech Success, LLC

Mailing Address: 5253 N. 23rd **Fax Name:** (956) 661-9495

Physical Address:

City, State, Zip: McAllen, Tx 78504 **Tax I.D. №** 203157986

Remit to Address: **City, State, Zip**

E-Mail Address: Speechsuccess@speechsuccesstherapy.com

Representative(s) Name(s) & Title(s) Faviola H. Trevino – Owner

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: N/A **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 203157986

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Faviola H. Trevino – Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ✓
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES___ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES___ NO ✓

What type of product(s) is/are solicited by your company? Speech and Occupational Therapy
Would you like to be provided with specifications for procurements of such products ?: YES___ NO___

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Speech Success, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Speech Success, LLC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Faviola H. Treviño

Title: Owner

Telephone No.: 956-664-9395 Date: 4/28/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Speech Success, LLC

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
5253 N. 23rd St.	
City, state and ZIP code	**City, state and ZIP code**
McAllen, Tx 78504	

Phone # (956) 664-9395 Fax # (956) 661-9495 Email address: speechsuccess@speechsuccesstherapy.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
20-3115198

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] **Date** ▶ 4/28/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Team Success, Inc.** (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 **31st** 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

Team Success, Inc.
720 E. Ave. Suite 1008
Elsa, Texas 78543

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
TEAM SUCCESS, INC.

BY: _____
(Provider's Name)

Patricia Marshall
(Print Name)

V. President
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

TEAM SUCCESS INC.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	$ 40.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a
f. Occupational Therapy Treatments - 30 Minute Units	$ n/a
g. Physical Therapy Evaluation Individual	$ n/a
h. Physical Therapy Re-Evaluation	$ n/a
i. Physical Therapy Treatments - 30 Minute Units	$ n/a
j. Aquatics - 15/30 Minute Units	$ n/a

Shepard Walton King Ins. Group
801 N. Main
P O. Box 1630
Allen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North American	
INSURER B:	FirstComp Insurance	
INSURER C:	Lloyds of London	
INSURER D:		
INSURER E:		

INSURED

Team Success Inc
P O Box 338
Elsa TX 78543

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAS003222843	09/22/09	09/22/10	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below	TSV000536901	09/22/09	09/22/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1000000
						E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
C		OTHER Professional Liab	C080862	09/22/09	09/22/10	Aggregate	$3,000,000
						Per Claim	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is added as additional insureds but only as respects to liability per attached form #CG2026 07/04.

CERTIFICATE HOLDER

HIDCHDS

Hidalgo County Headstart Program
P O Box 0117
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

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956-262-2232

PO Box 94739
Cleveland, OH 44101
800-895-2886

Policy number: 06570355-1
Underwritten by:
Progressive County Mutual Ins Co
August 24, 2009

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO CTY HEADS PO BOX 0117 EDINBURG, TX 78540	TEAM SUCCESS INC P O BOX 338 ELSA, TX 78543	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

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 23, 2009	Policy Expiration Date: Aug 23, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items
Scheduled autos only

Certificate number
23609MB0355

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10.02)

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Named insured

TEAM SUCCESS INC
P O BOX 338
ELSA, TX 78543

Policy number: 06570355-1
Underwritten by:
Progressive County Mutual Ins Co
July 28, 2009
Policy Period: Aug 23, 2009 - Aug 23, 2010

progressive.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

800-895-2886
For customer service and claims service, 24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary
This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by August 23, 2009.

Your coverage begins on August 23, 2009 at 12:01 a.m. This policy expires on August 23, 2010 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 2852TX (02/07), 4852TX (03/07), 4881TX (02/07) and Z311 (06/07).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability Coverage			$1,061
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$500,000 combined single limit		279
Uninsured Motorist Property Damage	Included in combined single limit	$250	126
Personal Injury Protection	$25,000 each person		129
Comprehensive			99
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			121
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			59
See Auto Coverage Schedule			
Subtotal policy premium			**$1,874**
Automobile Theft Prevention Authority Fee			1
Fees			40
Total 12 month policy premium			**$1,915**
Discount if paid in full			-142
Total 12 month policy premium if paid in full			**$1,773**

Rated drivers

1. PATRICIA MARSHALL
2. SANDRA BERNAL
3. SANJUANITA MENDEZ

Continued

Auto coverage schedule

1. **2007 KIA Sedona Ex/Lx**
VIN: KNDMB233976164075

Stated Amount: $12,000
Garaging Zip Code: 78543 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,061	$279	$126	$129	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	
Physical Damage Premium	$1,000	$99	$1,000	$121	
	Rental Limit	**Rental Premium**			**Auto Total**
Other Coverages Premium	$40 per day Max $1200	$59			**$1,874**

Premium discount

Policy	
06570355-1	Renewal

Loss Payee information

1.	Loss Payee	Auto 1	JP MORGAN CHASE PO BOX 80015 ATLANTA, GA 30336 2007 KIA Sedona Ex/Lx (KNDMB233976164075)

Additional Insured information

1.	Additional Insured	HIDALGO CTY HEADS PO BOX 0117 EDINBURG, TX 78540

Important notice

You may qualify for a premium discount if any listed drivers have had a commercial drivers license for 2 years or more, or if you have other commercial coverages such as a General Liability or a Business Package Policy. Please contact Customer Service or your agent for details.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Team Success Inc. DBA Team Success Therapy Center

Address: 720 E. Edinburg Ave Suite 1008 Pharr, TX

By: P. Marshall

Printed Name: Patricia Marshall

Title: Vice President

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Team Success Inc. dBA Team Success Therapy Center

ADDRESS: 720 E. Edinburg Ave Suite 1008; P.O. Box 338 Elsa, TX 78543

AUTHORIZED REPRESENTATIVE: Patricia Marshall

SIGNATURE: P Marshall

TITLE: V - President

TELEPHONE: 262-2222 FAX NO. 262-2232

E-MAIL: Teamsuccess therapy center @ yahoo.com

DATE: 4 - 10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: P Marshall

Print Name: Patricia Marshall

Title: V - President

Telephone Number: 262-2222

Date: 4-30-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Patricia Marshall, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

P. Marshall
Authorized Signature

4-29-10
Date

Team Success Inc
Company

P.O Box 338
~~Elsa, TX 78543~~
Address 720 E. Edinburg Ave Suite 1008

Elsa, TX 78543
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Team Success Inc. P. Marshall

2 ☑ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Patricia A. Marshall

Signature of person doing business with the governmental entity

Patricia A. Marshall

4-28-10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, P. Marshall, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Patricia A Marshall

Subscribed and sworn to before me this 30th day of April, 2010.

M Moreno

Notary Public

My Commission expires: 10-25-12, 2010

M Moreno
Notary Public, State of Texas
My Commission Expires:
October 25, 2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Team Success Inc. **Telephone Name:** (956) 262-2222

dba Name: Team Success Therapy Center

Legal Name: Team Success Inc.

Mailing Address: P.O Box 338 **Fax Name:** ( ) 956-262-2232

Physical Address: 720 E Edinburg Ave Suite 1008

City, State, Zip: Elsa, TX 78543 **Tax I.D. №** 251925934

Remit to Address: **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s) Patricia Marshall, V-President

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 25-1925934 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Patricia Marshall

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Team Sales Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: P. Marshall

Print Name: Patricia Marshall

Title: V - President

Telephone No.: 956 262-2222 Date: 4-30-10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Team Success Inc.

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
P.O BOX 338 / 720 E. Edinburg Ave

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Pilsa, TX 78543 #1008

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐ 251925934

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] **Date** ▶ 4-30-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Valley Therapy Center, Inc.** (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 **31st** 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

Valley Therapy Center, Inc.
4232 N. McColl Rd.
McAllen Tx, 78504

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
VALLEY THERAPY CENTER, INC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

Valley Therapy Center, Inc.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 45.00
b. Speech Therapy Re-Evaluation	$ 45.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 45.00
d. Occupational Therapy Evaluation Individual	$ 45.00
e. Occupational Therapy Re-Evaluation	$ 45.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 45.00
g. Physical Therapy Evaluation Individual	$ 45.00
h. Physical Therapy Re-Evaluation	$ 45.00
i. Physical Therapy Treatments - 30 Minute Units	$ 45.00
j. Aquatics - 15/30 Minute Units	$ n/a

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312126432	from: 12:01 AM Standard Time on: 04/01/10 to: 12:01 AM Standard Time on: 04/01/11

Named Insured and Address:

Valley Therapy Center Inc
4232 N Mccoll Rd
Mcallen, TX 78504-2523

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 25,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid			$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 3,392.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 GSL 5589

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL INS AGENCY
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539
- PH: 956-381-0951

Issue Date (MM/DD/YY) 06/07/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 363

Insured Name & Address
- VALLEY THERAPY CENTER, INC
- 4232 N MCCOLL RD
- MCALLEN, TEXAS 78501

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	X	General Liability	60432 96 43	01/17/10	01/17/11	General Aggregate	$ 4,000,000
		Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B		Automobile Liability				Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos	60432 96 43	01/17/10	01/17/11		
	X	Hired Autos				Bodily Injury (Per accident)	$
	X	Non-Owned Autos				Property Damage	$
		Garage Liability				Garage Aggregate	$
		Umbrella Liability				Limit	$
A	X	Workers' Compensation and Employers' Liability	B07079012	04/24/10	04/24/11	Statutory	
						Each Accident	$ 100,000
						Disease - Each Employee	$ 100,000
						Disease - Policy Limit	$ 500,000

Description of Operations/Vehicles/Restrictions/Special Items:

4232 N MCCOLL RD, MCALLEN, TEXAS 78501
PHYSICAL, SPEECH, OCCUPATIONAL THERAPY
2010 TOYOTA COROLLA #1NXBU4EE3AZ225219

Certificate Holder Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate 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

58-2492 4-91

Copy Distribution: Service Center Copy and Agent's Copy

H-01

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: VALLEY THERAPY CENTER, INC.

Address: 4232 N. McColl RD, McALLEN TX. 78504

By: [signature]

Printed Name: JOEL LARSEN PT

Title: PRESIDENT

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: VALLEY THERAPY CENTER, INC.

ADDRESS: 4232 N. MC COLL RD, MCALLEN TX. 78504

AUTHORIZED REPRESENTATIVE: JOEL LARRAGA PT

SIGNATURE: [signature]

TITLE: PRESIDENT

TELEPHONE: 956-661-0777 FAX NO. 956-661-0779

E-MAIL: VALLEYTHERAPY@AOL.COM

DATE: 4/28/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: JOEL VASQUEZ IPI

Title: PRESIDENT

Telephone Number: 956-661-0777

Date: 4/28/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, JOEL LARATTBAI, possess all of the **APPLICABLE**;

1. Licenses: TEXAS PHYSICAL AND OCCUPATIONAL THERAPY LICENSES
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: TEXAS DEPARTMENT OF HEALTH CERTIFICATION TO PROVIDE SERVICES TO MEDICARE AND MEDICAID BENEFICIARIES

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/28/10
Date

VALLEY THERAPY CENTER, INC
Company

4232 N. MC COLL RD
Address

MCALLEN, TX. 78504
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOEL LABATORIO/VALLEY THERAPY CENTER, INC., being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: JOEL LABATORIO/PT / PRESIDENT

Subscribed and sworn to before me this 29th day of April ~~2010~~.

Maria Teresa Sandoval

Notary Public

My Commission expires: Feb. 3, ~~2010~~ 2011

MARIA TERESA SANDOVAL
MY COMMISSION EXPIRES
February 3, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: VALLEY THERAPY CENTER, INC **Telephone Name:** (956) 661-0779

dba Name: VALLEY THERAPY CENTER

Legal Name: VALLEY THERAPY CENTER, INC.

Mailing Address: 4232 N. McCOL RD MCALLEN, TX 78504 **Fax Name:** (956) 661-0779

Physical Address: 4232 N. McCOL RD

City, State, Zip: MCALLEN, TX. 78504 **Tax I.D. №** 61-1494320

Remit to Address: 4232 N. MC COL RD **City, State, Zip** MCALLEN, TX - 78504

E-Mail Address: VALLEYTHERAPY@AOL.COM

Representative(s) Name(s) & Title(s) JOEL LARRAGAS / PRESIDENT

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 61-1494320

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify HEALTH SERVICES

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
JOEL LARRAGAS PT / PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? HEALTH CARE SERVICES: PHYSICAL/OCCUPATIONAL/SPEECH THERAPY
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The VALLEY THERAPY CENTER INC. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: JOEL LARSON IPT

Title: PRESIDENT

Telephone No.: 956-682-0777 Date: 4/28/10

(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Identification Number and Certification

requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
VALLEY THERAPY CENTER INC.

Business name, if different from above
VALLEY THERAPY CENTER

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4232 N. McColl RD

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN, TX. 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
61 1494320

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-11-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Life Skills Therapy Center, LLC** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement will terminate on the **31st** 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

Life Skills Therapy Center, LLC
220 Bicentennial Blvd. Ste. A,
McAllen, TX 78501

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

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
LIFE SKILLS THERAPY CENTER, LLC

BY: _____
(Provider's Name)

ARMIN TOLENTINO
(Print Name)

DIRECTOR OF HUMAN RESOURCES
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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 aid 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.

Exhibit B

Fee Schedule

LIFE SKILLS THERAPY CENTER, LLC

2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable Reimbursements:

1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 37.00
b. Speech Therapy Re-Evaluation	$ 37.00
c. Speech Therapy Treatments- 30 Minute Units	$ 37.00
d. Occupational Therapy Evaluation Individual	$ 37.00
e. Occupational Therapy Re-Evaluation	$ 37.00
f. Occupational Therapy Treatments-30 Minute Units	$ 37.00
g. Physical Therapy Evaluation Individual	$ 37.00
h. Physical Therapy Re-Evaluation	$ 37.00
i. Physical Therapy Treatments-30 Minute Units	$ 37.00

OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0273493082	from: 12:01 AM Standard Time on: 03/08/10 to: 12:01 AM Standard Time on: 03/08/11

Named Insured and Address:

Life Skills Therapy Center, LLC
220 S Bicentennial Blvd Ste A
Mcallen, TX 78501-7019

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY	
A. PROFESSIONAL LIABILITY		
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	
B. COVERAGE EXTENSIONS:		
License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.	
Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C Workplace Liability is made part of this policy	
General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 5,000.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 G-141234-A

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
airman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2010

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LIFE SKILLS THERAPY CENTER, LLC
220 S Bicentennial Blvd Ste A
PO BOX 4624
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHNAGE	
INSURER B: SCOTTSDALE INSURANCE CO	
INSURER C: FARMERS INS EXCHANGE	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	06940 24 94	01-25-10	01-25-11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CAS0089051	03/23/10	03/23/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A07080695	08-24-09	08-24-10	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SCHEDULED AUTOS: 1) 2009 HONDA ODYESSY #50612, 2) 2010 HONDA ODYESSY #10058,
3) 2006 HONDA ODYESSY #86429, 4) 2004 HONDA ODYESSY #16929,
5) 2003 HONA ODYESSY #51975, 6) 2005 HONDA ODYESSY #64926,
7) 2008 HONDA CRV #05574

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
PO BOX 0117
EDINBURG, TEXAS 78540

ATTN: M TOVAR

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: LIFE SKILLS THERAPY CENTER, LLC

Address: 220 S. BICENTENNIAL BLVD - SUITE A, MCALLEN, TX 78501

By: [signature]

Printed Name: ARMIN M. TOLENTINO

Title: DIRECTOR OF HUMAN RESOURCES

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: LIFE SKILLS THERAPY CENTER, LLC

ADDRESS: 220 S. BICENTENNIAL BLVD. - Suite A, McALLEN, TX 78501

AUTHORIZED REPRESENTATIVE: ARMIN M. TOLENTINO

SIGNATURE: Armin Tolentino

TITLE: DIRECTOR of HUMAN RESOURCES

TELEPHONE: (956) 664-0555 FAX NO. (956) 664-0557

E-MAIL: armin.tolentino@me.com

DATE: 3-31-2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

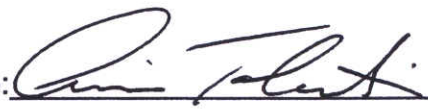
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: 

Print Name: ARMIN M. TOLENTINO

Title: DIRECTOR of HUMAN RESOURCES

Telephone Number: (956) 664-0555

Date: 3-31-2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, LIFE SKILLS THERAPY CENTER, LLC, possess all of the **APPLICABLE**;

1. Licenses: PHYSICAL THERAPY, OCCUPATIONAL THERAPY, SPEECH THERAPY
2. Bonds: _____
3. Certificates: FIRST AID, CPR
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

3-31-2010
Date

LIFE SKILLS THERAPY CENTER, LLC
Company

220 S. BICENTENNIAL BLVD - Suite A
Address

MCALLEN, TX 78501
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

LIFE SKILLS THERAPY CENTER, LLC.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

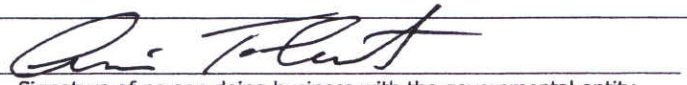
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 

Signature of person doing business with the governmental entity

ARMIN M. TOLENTINO

3/31/10

Date

Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: LIFE SKILLS THERAPY CENTER, LLC **Telephone Name:** (956) 688-6141

dba Name:

Legal Name: LIFE SKILLS THERAPY CENTER, LLC.

Mailing Address: P.O. Box 4624, McALLEN, TX 78502 **Fax Name:** (956) 688-6997

Physical Address: 220 S. BICENTENNIAL BLVD - Suite A

City, State, Zip: McALLEN, TX 78501 **Tax I.D. №** 20-0681356

Remit to Address: P.O. Box 4624 **City, State, Zip** McALLEN TX 78502-4624

E-Mail Address:

Representative(s) Name(s) & Title(s) ARMIN TOLENTINO - DIRECTOR of HUMAN RESOURCES
PERLA MORALES - BILLING SUPERVISOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 20-0681356 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify MEDICAL

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The LIFE SKILLS THERAPY CENTER, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the LIFE SKILLS THERAPY CENTER, LLC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: ARMIN M. TOLENTINO

Title: DIRECTOR OF HUMAN RESOURCES

Telephone No.: (956) 664-0555 Date: 3-31-2010

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Life Skills Therapy Center, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► C
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 4624

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78502-4624

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 : 0681356

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► [signature] Date ► 3-31-2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Therapy R US Rehabilitation Specialists PLLC.** (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 **31st** 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

Therapy R Us Rehabilitaion Specialists PLLC
1525 E. 6th Street Ste. B
Weslaco, TX 78596

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
THERAPY R US REHABILITATION SPECIALISTS

BY: Therapy R US Rehabilitation Specialists
(Provider's Name)

Melissa Rios
(Print Name)

Owner
(Title)

HIDAGLO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

THERAPY R US REHABILITATION SPECIALISTS PLLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service Non-Certified	FEE
a. SPEECH THERAPY EVALUATION INDIVIDUAL	$ 50.00
B SPEECH THERAPY RE-EVALUATION	$ 50.00
C SPEECH THERAPY TREATMENTS-30 MINUTE UNIT	$ 35.00
D OCCUPATIONAL THERAPY EVALUATION INDUVIDUAL	$ 50.00
e. OCCUPATIONAL THERAPY RE EVALUATION	$ 50.00
f. OCCUPATIONAL THERAPY TREATMENTS-30 MINUTES	$ 35.00
g. PHYSICAL THERAPY EVALUATION INDUVIDUAL	$ 50.00
H PHYSICAL THERAPY RE-EVALUATION	$ 50.00
I PHYSICAL THERAPY TREATMENTS-30 MINUTES UNITS	$ 35.00
J AQUATICS-15/30 MINUTE UNITS	$ N/A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/10/2010

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	CONTACT NAME:
MYRON F. STEVES & COMPANY 6800 PARK TEN BLVD., STE 160-S SAN ANTONIO, TX 78213	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THERAPY R US REHABILITATION SPECIALISTS PLCC: NYSSA TRANSPORTATION LLC 1525 E. 6TH ST., SUITE B WESLACO, TX 78596	INSURER A: EVANSTON INSURANCE COMPANY	
	INSURER B: AMENDED	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	N	N	SM866615	07/23/2009	07/23/2010	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE 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					WC STATU-TORY LIMITS OTH-ER	
							EL. EACH ACCIDENT	$
							EL. DISEASE - EA EMPLOYEE	$
							EL. DISEASE - POLICY LIMIT	$
A	SPEC MED PROF LIAB	N	N	SM866615	07/23/2009	07/23/2010	EACH CLAIM	$1,000,000
							AGGREGATE	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
$2,500 DEDUCTIBLE PER CLAIM-INCLUDE EXPENSES
EFF: 5-10-10

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART PROGRAM

1901 W. STATE HWY. 107
MCALLEN, TX 78504

CANCELLATION

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

Fred Steves

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/25/2010

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	CONTACT NAME:
MYRON F. STEVES & COMPANY 6800 PARK TEN BLVD., STE.160-S SAN ANTONIO, TX 78213	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THERAPY R US REHABILITATION SPECIALISTS GROUP PLLC 1525 E. 6TH STREET WESLACO, TX 78596	INSURER A : SOUTHERN COUNTY MUTUAL INS.	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,001
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS	N	N	STC580060	07/27/2009	07/27/2010	PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

PIP $2,501/UIM-75,001/$501 COMP/COLL DED

2009 Chrysler Town & Country #6524 & 2003 Kia Van #8190.

EFF. 5/25/2010

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEADSTART PROGRAM 1901 W. STATE HWY .107 MCALLEN, TX 78504	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 Fred Steves

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2010

PRODUCER (210)930-6665 FAX: (210)930-1838
Alamo Insurance Group
3201 Cherry Ridge St. # D 405
n Antonio TX 78230-4823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Therapy R US Rehabilitation Specialists
1525 E. 6th St., Suite B
Weslaco TX 78596-4667

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern Vanguard Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		CLAIMS MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSV0006737-01	6/1/2010	6/1/2011	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W. State Hwy 107
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John McMahan/EMILY Pat McMahan

ACORD 25 (2009/01)
NS025 (2009/01)

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Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Melissa Rios

Address: 525 E. 6th St Ste B, Weslaco, TX 78596

By: [signature]

Printed Name: Melissa Rios

Title: Administrator/SLP

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Therapy R Us Rehabilitation Specialists PLLC

ADDRESS: 1525 E. 6th St, Ste B, Weslaco, Tx 78596

AUTHORIZED REPRESENTATIVE: Melissa Rios

SIGNATURE: M.R.

TITLE: Administrator/SLP

TELEPHONE: (956) 969-9400 FAX NO. (956) 969-9411

E-MAIL: therapyrus@hotmail.com

DATE: 4/7/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: M.R

Print Name: Melissa Rios

Title: Administrator/SLP

Telephone Number: (956) 969-9400

Date: 4/7/2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Melissa Rios, possess all of the **APPLICABLE**;

1. Licenses: Speech Language Pathology
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

MR
Authorized Signature

4/7/2010
Date

Therapy R Us Rehabilitation
Company

1525 E. 6th St Ste B
Address

Weslaco, TX 78596
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2093838

1 Name of person doing business with local governmental entity.

Therapy R US Rehabilitation Specialists PLLC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire. N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire? N/A

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity? N/A

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? N/A

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [signature]

Signature of person doing business with the governmental entity

4/7/2010

Date

Melissa Rios

Administrator

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Melissa Rios, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Administrator

State Texas, County Hidalgo.
Subscribed and sworn to before me this 27 day of April, 2010.

Gloria Mejia

Notary Public

My Commission expires: Nov 22/2013, ~~2010~~

GLORIA MEJIA
My Commission Expires
November 22, 2013

The UPS Store
1015 N Texas Blvd. Ste 20B
Weslaco, TX 78596
Phone: 956.969.8282

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Therapy RUS Rehabilitation **Telephone Name:** (956) 969-9400

dba Name:

Legal Name: Therapy RUS Rehabilitation Specialists PLLC

Mailing Address: 1525 E. 6th st Ste B Weslaco, TX 78596 **Fax Name:** (956) 969-9411

Physical Address: 1525 E. 6th St Ste B

City, State, Zip: Weslaco, TX 78596 **Tax I.D. №** 26-2858905

Remit to Address: 1525 E. 6th St Ste B **City, State, Zip** Weslaco, TX 78596

E-Mail Address: therapyrus@hotmail.com

Representative(s) Name(s) & Title(s) Melissa Rios & Administrator

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ___LLC ___Sole Proprietor ___Other, Specify PLLC

State Identification №: 32031365130 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 26-2858905

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___Distributor ___Service Organization ___Other, Specify Children's Rehab

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Melissa Rios, Administrator/SLP

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt ___
- Less than 250,000 annual gross receipt ___
- Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

- Black American ___
- Hispanic American ✓
- Asian Pacific American ___
- Native American ___
- Women ___
- Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO ✓

Indicate Certification №(s): N/A **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Therapy R Us Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Therapy R Us Rehab (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: MLR

Print Name: Melissa Rios

Title: Administrator

Telephone No.: (956) 969-9400 Date: 4/7/2010

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Therapy R US Rehabilitation Specialists PLLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☑ Other (see instructions) ► **PLLC**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1525 E. 6th Street Ste B

Requester's name and address (optional)

City, state, and ZIP code
Weslaco, TX 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

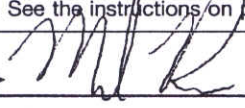
Employer identification number
26 : **2858905**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ►  Date ► 4/7/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **THERAPY ASSOCIATES LLC/ DBA THERAPY NETWORK** ,transportation will be provided by **Policarpio Enterprises, LLC DB** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

Therapy Associates LLC, dba /Therapy Network
801 E. Nolana Ave #10
Mcallen, Tx 78504

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
THERAPY ASSOCIATES
LLC, dba / THERAPY NETWORK

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

THERAPY ASSOCIATES LLC DBA/ THERAPY NETWORK

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 10.00
b. Speech Therapy Re-Evaluation	$ 10.00
c. Speech Therapy Treatments - 30 Minute Units	$ 10.00
d. Occupational Therapy Evaluation Individual	$ 10.00
e. Occupational Therapy Re-Evaluation	$ 10.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 10.00
g. Physical Therapy Evaluation Individual	$ 10.00
h. Physical Therapy Re-Evaluation	$ 10.00
i. Physical Therapy Treatments - 30 Minute Units	$ 10.00
j. Aquatics - 15/30 Minute Units	$ 10.00

Client#: 13016 THERNET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: National Casualty Company	20052
INSURER D:	
INSURER E:	

INSURED
Therapy Associates LLC dba Therapy Network; Policarpio Enterprises, LLC DB
801 E. Nolana Ste 10
McAllen, TX 78504

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CO00000096803	10/01/09	10/01/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		X CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$5,000
		X Bl/PD Ded:2,500				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$3,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC					
C		AUTOMOBILE LIABILITY	CAO0226338	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001177982	03/19/10	03/19/11	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A		OTHER Professional Liablity	CO00000096803	10/01/09	10/01/10	included under General Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

First Supplemental Name applies to all policies - Therapy Network/Politrans LTD

Professional Liability Incl. under General Liability policy
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Headstart Program
P.O. Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Schedule of Commercial Vehicles

Print Date: 05/27/10

Client Name and Address	Company	Agency Name and Address
Therapy Associates LLC dba Therapy Network; Policarpio Enterprises, 801 E. Nolana Ste 10 McAllen, TX 78504	National Casualty Company Policy Number: CAO0226338 Effective Date: 10/01/09 — Expiration Date: 10/01/10	Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502

Veh. #	Cit. #	Vehicle Description / Garage Location	Body Type	GVW / GCW / Cost New	Comp Ded	Vehicle I. D. Number / Coll Ded	ST	Date On / Class Code	Date Off / Premium
1		2005 Dodge Caravan	VAN	$8,188		1D4GP45R05B100901 $1,000	TX	10/01/09	
4	4	2002 Dodge Caravan McAllen, TX78504	VAN	$8,188		1B4GP34382B561549 $1,000	TX	10/01/09	
5		2002 Dodge Caravan McAllen, TX78504	VAN		$1,000	2B4GP44352R648140 $1,000	TX	10/01/09	
6		2002 Chrysler Voyager	VAN	$7,988		2C4GP44382R578880 $1,000	TX	10/01/09	
7		2002 Dodge Gr Caravan	VAN	$8,188		2B4GP44302R758478 $1,000	TX	10/01/09	
8		2004 Chrysler Town & Coun	VAN	$7,123		1C4GP45RX4B566749 $1,000	TX	10/01/09	
9		2007 Dodge Grand Carav	VAN	$10,988		1D4GP24R17B187054 $1,000	TX	10/01/09	
10		2007 Dodge Grand Carav	VAN	$10,988		1D4GP24R47B155511 $1,000	TX	10/01/09	

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: THERAPY ASSOCIATES LLC dbg THERAPY NETWORK

ADDRESS: 801 E. NOLANA AVE #10 MCALLEN, TX 78504

AUTHORIZED REPRESENTATIVE: ALMA R. POLICARPIO, PT

SIGNATURE: _____

TITLE: ALTERNATE ADMINISTRATOR

TELEPHONE: (956) 6649904 FAX NO. (956) 6649881/6649879

E-MAIL: policarpio23@aol.com

DATE: 4/19/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: ALMA R. POLICARPIO, PT

Title: ALTERNATE ADMINISTRATOR / PT

Telephone Number: (956) 6649904

Date: 4/19/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: NOT APPLICABLE
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____, PT
Authorized Signature

4/19/10
Date

THERAPY ASSOCIATES, LLC dba THERAPY NETWORK
Company

801 E. NOLANA AVE #10
Address

MCALLEN, TX 78504
City, State, Zip

2094508

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

THERAPY ASSOCIATES, LLC dba THERAPY NETWORK

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

NA

4 [signature]

Signature of person doing business with the governmental entity

ALMA R. POLICARPIO, IT

4-19-10

Date

Filed for Record in:
Hidalgo County
By Arturo Guajardo Jr.
County Clerk
On Apr 19, 2010 at 10:27A
As a Recording
Document Number: 2094508
Total Fees : 16.00
Receipt Number - 1114193
By,
Jenny Garza, Deputy

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ALMA R. POLICARPO, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this 12 day of June, 2009.

Divina A. Peña

Notary Public

My Commission expires: June 2, 2010, ~~2009~~

DIVINA ALICIA PENA
Notary Public, State of Texas
My Commission Expires
June 02, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: THERAPY ASSOCIATES, LLC **Telephone Name:** (956) 6649904

dba Name: THERAPY NETWORK

Legal Name: THERAPY ASSOCIATES, LLC dba THERAPY NETWORK

Mailing Address: 801 E. NOLANA AVE. #10 MCALLEN, TX 78504 **Fax Name:** (956) 6649881

Physical Address: 801 E. NOLANA AVE #10

City, State, Zip: MCALLEN, TX 78504 **Tax I.D. №** 20540611

Remit to Address: AS ABOVE **City, State, Zip**

E-Mail Address: policarpio23@aol.com

Representative(s) Name(s) & Title(s) ALMA R. POLICARPIO, PT / ALTERNATE ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify OUTPATIENT REHABILITATION

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
ALMA R. POLICARPIO, PT / ALTERNATE ADMINISTRATOR
BENJAMIN A. POLICARPIO, PT / ADMINISTRATOR

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s): NA **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? OUTPATIENT REHABILITATION
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The THERAPY ASSOCIATES, LLC dba THERAPY NETWORK (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____ PT

Print Name: ALMA R. POLICARPIO, PT

Title: PT / ALTERNATE ADMINISTRATOR

Telephone No.: (956) 6649904 Date: 4/19/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2):
THERAPY ASSOCIATES LLC DBA THERARY NETWORK

Business name, if different from above. (See Specific Instruction on page 2)
SAME AS ABOVE

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
801 E. NOLANA AVE # 10	
City, state and ZIP code	**City, state and ZIP code**
MCALLEN, TX 78504	

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
20-[illegible]4067[illegible]

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** [signature], PT **Date ▶** 4/19/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2009-041-09-22-F

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **KIDSPEECH ,INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

KidSpeech, Inc.
7801 S. Cage Blvd., Ste. 102
Pharr, TX 78577

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: KIDSPEECH, INC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B
Fee Schedule

KIDSPEECH, INC.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ N/A
e. Occupational Therapy Re-Evaluation	$ N/A
f. Occupational Therapy Treatments - 30 Minute Units	$ N/A
g. Physical Therapy Evaluation Individual	$ N/A
h. Physical Therapy Re-Evaluation	$ N/A
i. Physical Therapy Treatments - 30 Minute Units	$ N/A
j. Aquatics - 15/30 Minute Units	$ N/A

Print Date: 02/25/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312150049	from: 12:01 AM Standard Time on: 03/18/10 to: 12:01 AM Standard Time on: 03/18/11

Named Insured and Address:

KidSpeech Inc
7801 S Cage Blvd Ste 101
Pharr, TX 78577-9466

Medical Specialty: Speech Language Pathologist Firm
Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$1,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 1,056.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A GSL13424 GSL13425 G-123846-C42 GSL3886
GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS KIDSP-1

DATE (MM/DD/YYYY) 05/07/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
Allen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Kidspeech Inc
7801 S Cage Blvd Ste 102
Pharr TX 78577

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Interstate Ins. Co.	
INSURER B:	The Travelers Ins. Co.	40282
INSURER C:	Safeco Insurance Co.	
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	02BP70843010	06/06/09	06/06/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,000,000 $ $2,000,000 $ $10,000 $ $ $4,000,000 $ $4,000,000
A	X	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0005704	06/06/09	06/06/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-3366M280	06/06/09	06/06/10	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100000 $ 100000 $ 500000
C		OTHER Property Section	02BP70843010	06/06/09	06/06/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County Headstart is added as additional insured but only as respects to liability arising out of work performed by Kidspeech Inc

CERTIFICATE HOLDER

HIDCHDS

Hidalgo County Headstart Program
1/4 Mile W. 10th St on Hwy107
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

OP ID XS

DATE (MM/DD/YYYY) 04/12/10

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
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: KIDSP-1

INSURED
Kidspeech Inc
7801 S Cage Blvd Ste 102
Pharr TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Ins. Co.	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			SCA0005704-01	06/06/09	06/06/10	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2009 Honda, VIN 5FNRL382X9B060002 and 2009 Honda, VIN 5FNRL38219B044397

CERTIFICATE HOLDER

Kidspeech Inc.
7801 S Cage Blvd Ste 102
Pharr TX 78577

CANCELLATION

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

Paul Calvillo III

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Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: KidSpeech Inc.

Address: 7801 S. Cage Blvd., Ste. 102 Pharr, Texas 78577

By: Belinda Anaya

Printed Name: Belinda Anaya

Title: President

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: KidSpeech Inc.

ADDRESS: 7801 S. Cage Blvd., Ste. 102

AUTHORIZED REPRESENTATIVE: Belinda Anaya

SIGNATURE: Belinda Anaya

TITLE: President

TELEPHONE: (956) 702-8222 FAX NO. (956) 702-5133

E-MAIL: kidspeechinc@sbcglobal.net

DATE: 4-15-10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Belinda Anaya

Print Name: Belinda Anaya

Title: President

Telephone Number: (956) 702-8222

Date: 4-15-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, KidSpeech Inc., possess all of the **APPLICABLE**;

1. Licenses: See attached
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/15/10
Date

KidSpeech Inc.
Company

7801 S. Cage Blvd., Ste. 102
Address

Pharr, Texas 78577
City, State, Zip

2093623

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
Filed for Record in: Hidalgo County by Arturo Guajardo Jr. County Clerk On: Apr 15,2010 at 09:48A As a Recording Document Number: 2093623 Total Fees : 16.00 Receipt Number - 1113538 By, Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Belinda Anaya

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Belinda Anaya — 4-15-10

Signature of person doing business with the governmental entity — Date

Belinda Anaya

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Belinda Anaya, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Belinda Anaya, President

Subscribed and sworn to before me this 15 day of April, 2010.

Elizabeth Salgado

Notary Public

My Commission expires: July 30, 2013

ELIZABETH SALGADO
Notary Public, State of Texas
My Commission Expires
July 30, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: KidSpeech Inc. **Telephone Name:** (956) 702-8222

dba Name:

Legal Name:

Mailing Address: 7801 S. Cage Blvd., Ste. 102 **Fax Name:** (956) 702-5133

Physical Address: 7801 S. Cage Blvd., Ste. 102

City, State, Zip: Pharr, Texas 78577 **Tax I.D. №** 20-5937229

Remit to Address: 7801 S. Cage Blvd., Ste. 102 **City, State, Zip** Pharr, Texas 78577

E-Mail Address: kidspeechinc@sbcglobal.net

Representative(s) Name(s) & Title(s) Belinda Anaya, President

Type of Organization(check one): ___Individual ___Partnership X Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-5937229

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization X Other, Specify Children's Rehab Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American X
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO X

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The KidSpeech Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the KidSpeech Inc. (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Belinda Anaya

Print Name: Belinda Anaya

Title: President

Telephone No.: (956) 702-8222 Date: 4/15/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

KidSpeech Inc.

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
7801 S. Cage Blvd. Ste. 102	
City, state and ZIP code	**City, state and ZIP code**
Pharr, Texas 78577	

Phone # (956) 702-8222 Fax # (956) 702-5133 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐ 20-5937229

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ____ Yes ____ if yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature** ▶ Rolando Magee **Date** ▶ 4-15-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Mercy Rehab Services Inc. dba/ Mercy Kids Rehab.** (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 **31st** 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

4. The Provider must comply [illegible]

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

Mercy Rehab Services dba/
Mercy Kids Rehab
2117 E. Tyler, Ste. B
Harlingen, Tx 78550

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,

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Mercy Rehab. Services dba/
Mercy Kids rehab

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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.

Exhibit B

Fee Schedule

MERCY REHAB SERVICES DBA/ MERCY KIDS REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 280.00
b. Speech Therapy Re-Evaluation	$ 280.00
c. Speech Therapy Treatments - 30 Minute Units	$ 90.00
d. Occupational Therapy Evaluation Individual	$ 200.00
e. Occupational Therapy Re-Evaluation	$ 200.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 90.00
g. Physical Therapy Evaluation Individual	$ 200.00
h. Physical Therapy Re-Evaluation	$ 200.00
i. Physical Therapy Treatments - 30 Minute Units	$ 90.00
j. Aquatics - 15/30 Minute Units	$ N/A

A-2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Independent Insurance Center P. O. Box 3355 1313 Alton Gloor, Ste E Brownsville TX 78523 (956) 542-5331	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: HCC SPECIALTY INSURANCE COMPANY	
Mercy Rehab Services dba Mercy Kids Rehab 2117 E. Tyler, Ste B Harlingen TX 78550-	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	NHS620107	10/26/2009	10/26/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ EXCLUDED
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	036222623	07/14/2009	07/14/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001173412	10/23/2009	10/23/2010	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER PROFESSIONAL LIAB	NHS620107	10/26/2009	10/26/2010	GENERAL AGGREGATE OCCURRENCE	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional insured in favor of Hidalgo County Head Start Program on the General Liability policy

CERTIFICATE HOLDER

Hidalgo County Head Start Program
1901 W. State Highway 107
FAX: 956-381-0439
McAllen TX 78504-

CANCELLATION AI SSPEWA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INDEP INS CENTER INC
1739 CITADEL PLAZA
SAN ANTONIO, TX 78209

007493

MAY 17 2010

PROGRESSIVE

Named insured

MERCY REHAB SERVICES, INC
MERCY KIDS REHAB
2117 E TYLER STE B
HARLINGEN, TX 78550

Policy number: 03622262-3
Underwritten by:
Progressive County Mutual Ins Co
May 11, 2010
Policy Period: Jul 14, 2009 - Jul 14, 2010

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

210-821-5080
INDEP INS CENTER INC
Contact your agent for personalized service.

800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on July 14, 2009 at 12:01 a.m. This policy expires on July 14, 2010 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 2852TX (02/07), 4852TX (03/07) and 4881TX (02/07).

The named insured organization type is a corporation.

Policy changes effective April 28, 2010

Premium change:	$398.00
Changes:	The auto coverage schedule has changed. The loss payee information has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability Coverage			$15,808
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		4,758
Uninsured/Underinsured Motorist	$1,000,000 combined single limit		2,145
Uninsured Motorist Property Damage	Included in combined single limit	$250	624
Personal Injury Protection	$2,500 each person		2,328
Comprehensive			2,910
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			**$28,573**
See Auto Coverage Schedule	Limit of liability less deductible		13
Subtotal policy premium			40
Automobile Theft Prevention Authority Fee			**$28,626**
Fees			
Total 12 month policy premium			

Continued

Rated drivers

1. GEORGE CANO
2. MARIBEL GONZALEZ
3. ALEXANDER NAVARRO
4. FLOR VELA
5. GUADALUPE GARCIA
6. GENEVIEVE LEIJA
7. MARIA AGUILAR
8. MARIA VEREB
9. TERESA ARAGON
10. LUDIVINA HERNANDEZ
11. PATRICIA LONGORIA
12. ELIZABETH GARZA
13. ELIDA HERNANDEZ
14. JOSEFINA GUTIERREZ

Auto coverage schedule

1. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233566021137

Stated Amount: $26,055
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$201	$1,000	$257	**$2,253**

2. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233X66082578

Stated Amount: $22,043
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$185	$1,000	$233	**$2,213**

3. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233466082530

Stated Amount: $20,545
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp. Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$179	$1,000	$225	**$2,199**

Continued

4. **2006 KIA Sedona Ex/Lx** — Stated Amount: $21,565
VIN: KNDMB233466062360 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$183	$1,000	$231	**$2,209**

5. **2006 KIA Sedona Ex/Lx** — Stated Amount: $20,298
VIN: KNDMB233066075428 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$178	$1,000	$223	**$2,196**

6. **2007 KIA Sedona Ex/Lx** — Stated Amount: $24,642
VIN: KNDMB233476170169 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$196	$1,000	$249	**$2,240**

7. **2007 KIA Sedona Ex/Lx** — Stated Amount: $20,760
VIN: KNDMB233476162377 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$180	$1,000	$226	**$2,201**

8. **2007 KIA Sedona Ex/Lx** — Stated Amount: $25,366
VIN: KNDMB233X76107500 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$199	$1,000	$253	**$2,247**

Continued

9. **2007 KIA Sedona Ex/Lx** Stated Amount: $24,482
VIN: KNDMB233076184103 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$196	$1,000	$248	**$2,239**

10. **2008 KIA Sedona Ex/Lx** Stated Amount: $15,598
VIN: KNDMB233986226365 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$158	$1,000	$192	**$2,145**

11. **2008 KIA Sedona Ex/Lx** Stated Amount: $12,915
VIN: KNDMB233X86199287 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$144	$1,000	$174	**$2,113**

12. **2009 KIA Sedona Ex/Lx** Stated Amount: $17,395
VIN: KNDMB233596273152 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$168	$1,000	$204	**$2,167**

13. **2009 KIA Sedona Ex/Lx** Stated Amount: $16,064
VIN: KNDMB233296300890 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$161	$1,000	$195	**$2,151**

Premium discounts

Policy	
03622262-3	Fleet and Renewal

Continued

PGULA02Y 007493 008 C 006 032 0000000000000 152100006980

Loss Payee information

1.	Loss Payee	Auto 1	JP MORGAN CHASE BANK PO BOX 901098 FORT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233566021137)
2.	Loss Payee	Auto 2	BANK OF AMERICA PO BOX 2759 JACKSONVILLE, FL 32203 2006 KIA Sedona Ex/Lx (KNDMB233X66082578)
3.	Loss Payee	Auto 3	JP MORGAN CHASE BK PO BOX 90198 FT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233466082530)
4.	Loss Payee	Auto 4	JP MORGAN CHASE BANK PO BOX 901098 FORT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233466062360)
5.	Loss Payee	Auto 5	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST LOUIS, MO 63105 2006 KIA Sedona Ex/Lx (KNDMB233066075428)
6.	Loss Payee	Auto 6	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233476170169)
7.	Loss Payee	Auto 7	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233476162377)
8.	Loss Payee	Auto 8	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233X76107500)
9.	Loss Payee	Auto 9	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233076184103)
10.	Loss Payee	Auto 10	ENTERPRISE FLEET SV 600 CORPORATE D ST LOUIS, MO 63105 2008 KIA Sedona Ex/Lx (KNDMB233986226365)
11.	Loss Payee	Auto 11	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST LOUIS, MO 63105 2008 KIA Sedona Ex/Lx (KNDMB233X86199287)
12.	Loss Payee	Auto 12	ENTERPRISE FLEET MAN 10401 CENTREPARK 200 HOUSTON, TX 77043 2009 KIA Sedona Ex/Lx (KNDMB233596273152)
13.	Loss Payee	Auto 13	ENTERPRISE FLEET 10401 CENTREPARK 200 HOUSTON, TX 77043 2009 KIA Sedona Ex/Lx (KNDMB233296300890)

Additional Insured information

1.	Additional Insured	ENTERPRISE FLEET SV 600 CORPORATE D ST LOUIS, MO 63105
2.	Additional Insured	ENTERPRISE FLEET MA 10401 CENTREPAR HOUSTON, TX 77043

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Mercy Rehab Services, Inc.

Address: 1205 N. Raul Longoria Rd. St. I San Juan, TX 78589

By: [signature]

Printed Name: Marco Turrubiates

Title: CFO

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Mercy Rehab Services, Inc.

ADDRESS: 1205 North Raul Longoria Rd. St. I San Juan, Tx 78589

AUTHORIZED REPRESENTATIVE: Marco Turrubiates

SIGNATURE: [signature]

TITLE: CFO

TELEPHONE: (956) 782-5800 FAX NO. (956) 782-5802

E-MAIL: Marco@Mercyrehabservices.com

DATE: 4/15/10

440-7580
Harlingen

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: Marco Terrobites

Title: CFO

Telephone Number: (956) 782-5800

Date: 4/15/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Marco Torrubiates, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/15/10
Date

Mercy Rehab Services
Company

1205 North Rural Longoria Rd St. I
Address

San Juan, Tx 78589
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Mercy Rehab Services Inc

2 ☑ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Ambrosio Tovar

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section. Ambrosio Tovar is Father to Natalie Tovar. Natalie is employed with Mercy Rehab Services Inc.

4 [signature]

Signature of person doing business with the governmental entity

4/15/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Marc- Turcbates, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: CPO

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Mercy Rehab Services Inc **Telephone Name:** (956) 782-5800

dba Name: Mercy kids Rehab

Legal Name: Mercy Rehab Services Inc.

Mailing Address: 1205 N. Ruel Longoria Rd St. I **Fax Name:** (956) 782-5802

Physical Address: 1205 N. Ruel Longoria Rd. St I.

City, State, Zip: San Juan, Tx 78589 **Tax I.D. №** 20-1397927

Remit to Address: 1205 N. Ruel Longoria Rd St. I **City, State, Zip** San Juan, Tx 78589

E-Mail Address: Marco@Mercyrehabservices.com

Representative(s) Name(s) & Title(s) Marco Turrubiates CFO

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 10-242505-7 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-1397927

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Marco Turrubiates CFO

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt ___
- Less than 250,000 annual gross receipt ___
- Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)
- Black American ___
- Hispanic American ✓
- Asian Pacific American ___
- Native American ___
- Women ___
- Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s): N/A **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? Therapy Services
Would you like to be provided with specifications for procurements of such products ?: YES✓ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Mercy Rehab Services. Inc (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Mercy Rehab Servies Inc (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Marco Turrubiates

Title: CAO

Telephone No.: (956) 782-5800 Date: 4/15/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Mercy Rehab Services Inc

Business name, if different from above. (See Specific Instruction on page 2)
Mercy Kids Rehab

Check the appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
1205 North Road Longoria Rd St I

Remittance Address: if different from legal address number, street, and apt. or suite no.
1205 N Road Longoria Rd. St I

City, state and ZIP code
San Juan, Tx 78589

City, state and ZIP code
San Juan, Tx 78589

Phone # (956) 782-5400 Fax # (956) 782-5802 Email address: Marco@mercyrehabservices.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
20-1397927

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** [signature] **Date ▶** 4/15/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **THERAPY ZONE, PLLC** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

Therapy Zone, PLLC
110 North Lupe ST
Rio Grande City, Tx 78582

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.

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
THERAPY ZONE, PLLC

BY: Elisa Galvan
(Provider's Name)

Elisa Galvan
(Print Name)

Speech Pathologist
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: R-1 12
Rene Ramirez, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

BY: Arturo Guajardo Jr
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 deem 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 included 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 aid 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.

Exhibit B
Fee Schedule

THERAPY ZONE, PLLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a
f. Occupational Therapy Treatments - 30 Minute Units	$ n/a
g. Physical Therapy Evaluation Individual	$ n/a
h. Physical Therapy Re-Evaluation	$ n/a
i. Physical Therapy Treatments - 30 Minute Units	$ n/a
j. Aquatics - 15/30 Minute Units	$ n/a

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Print Date: 08/15/09

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0419002870	from: 12:01 AM Standard Time on: 08/14/09 to: 12:01 AM Standard Time on: 08/14/10

Named Insured and Address:

Therapy Zone, PLLC
108 N Lupe
Rio Grande City, TX 78582-9552

Medical Specialty:
Speech Language Pathologist Firm Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$3,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 697.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/10

PRODUCER Phone# 956 487-5555
GARZA INSURANCE AGENCY
414 E. MAIN STREET
RIO GRANDE CITY, TX 78582

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
THERAPY ZONE, PLLC
2885 MI RANCHITA
RIO GRANDE CITY, TX 78582

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE	
INSURER B: TEXAS MUTUAL	
INSURER C: HALLMARK SPECIALTY	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ALL OWNED AUTOS					
		☑ SCHEDULED AUTOS	#05499200-0	07/09/2009	07/09/2010	BODILY INJURY (Per person)	$
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	SBP-0001202981	07/13/2009	07/13/2010	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
C		OTHER Business Property	TX P200567	07/09/2009	07/09/2010	16,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROGRESSIVE COMMERCIAL AUTO - 2009 KIA SEDONA

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1901 W. STATE HWY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Elisa Galvan

Address: 110 North Lupe Street

By: Elisa Galvan

Printed Name: Elisa Galvan

Title: Speech Pathologist / Owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Therapy Zone, PLLC

ADDRESS: 110 North Lupe St.

AUTHORIZED REPRESENTATIVE: Elisa Galvan

SIGNATURE: Elisa Galvan

TITLE: Owner / Speech Pathologist

TELEPHONE: 956-485-9695 FAX NO. 956-485-9693

E-MAIL: angelbabyjoe@aol.com

DATE: April 30, 2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Elisa Galvan

Print Name: Elisa Galvan

Title: Owner/Speech Pathologist

Telephone Number: 956-485-9695

Date: April 30, 2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Therapy Zone, PLLC, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Elisa Dahan
Authorized Signature

April 30, 2010
Date

Therapy Zone, PLLC
Company

110 North Lupe St.
Address

La Grulla Tx 78548
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Elisa Galvan, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Elisa Galvan (owner)

Subscribed and sworn to before me this 28th day of April 2010.

Notary Public Gina Garcia

My Commission expires: July 20, 2010

GINA GARCIA
Notary Public, State of Texas
My Commission Expires
July 20, 2011

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Therapy Zone

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Elisa Galian

Signature of person doing business with the governmental entity

April 30, 2010

Date

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Therapy Zone, PLLC **Telephone Name:** (956) 485-9695

dba Name:

Legal Name: Therapy Zone, PLLC

Mailing Address: 2885 Mi Ranchita Dr RGC Tx 78582 **Fax Name:** ( )

Physical Address: 110 N. Lupe St

City, State, Zip: La Grulla Tx 78548 **Tax I.D. №** 270230249

Remit to Address: **City, State, Zip**

E-Mail Address: angelbabyjoe@aol.com

Representative(s) Name(s) & Title(s) Elisa Galvan (owner/speech pathologist)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ✓ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 270230249

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Speech Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Elisa Galvan (owner)

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ✓
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO ✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Elisa Galvan (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Elisa Galvan (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Elisa Galvan

Print Name: Elisa Galvan

Title: Owner

Telephone No.: 956-485-9695 Date: April 30, 2010

210246

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Elisa Galvan - Therapy Zone, PLLC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Elisa Galvan

Signature of person doing business with the governmental entity

5-10-10

Date

Elisa Galvan

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Elisa Galvan

Business name, if different from above. (See Specific Instruction on page 2)
Therapy Zone, PLLC

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
108 N Lupe St	
City, state and ZIP code	**City, state and ZIP code**
Rio Grande City TX 78582	

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
27-0230249

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** Elisa Galvan **Date ▶** 4-30-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **QTP II, Inc., dba / Quality Therapy Providers** (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 **31st** 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

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

QTP II, Inc. , dba / Quality Therapy Providers
50 N. Vermont, Suite 2
Mercedes TX, 78570

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
QTP II, INC., dba / QUALITY THERAPY PROVIDER

BY: _____
(Provider's Name)

Enedelia M. Holmes
(Print Name)

Vice President
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

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 deem 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 included 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 aid 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.

Exhibit B
Fee Schedule

QUALITY THERAPY PROVIDERS II, INC DBA QTP II

2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments-30 Minute Units	$ 35.00
j. Aquatics-15/30 Minute Units	$ N/A

Print Date: 01/04/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0274236910	from: 12:01 AM Standard Time on: 09/03/09 to: 12:01 AM Standard Time on: 09/03/10

Named Insured and Address:

QTP II Inc.
208 Starr St Ste 2
Mercedes, TX 78570-2711

Medical Specialty: Physical Therapist Firm
Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylva
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000	each occurrence	$3,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to		$250,000	sub-limit
Personal Liability			none	

Total: $ 3,391.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-141237-A
G-121504-C G-141234-A GSL 5589

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

Received Fax: 04/06/10 02:52PM Fax Station: QUALITY THERAPY PROVIDER p.02

PROGRESSIVE

AMERICAN CASUALTY
11442 N IH 35
AUSTIN, TX 78753
512-836-1395

Policy number: 03298572-4
Underwritten by:
Progressive County Mutual Ins Co
April 8, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
HIDALGO COUNTY HEAD START 1901 W STATE HIGHWAY 107 MCALLEN, TX 78504	Q T P II INC QUALITY THERAPY PROVIDORS PO BOX 1136 MERCEDES, TX 78570	AMERICAN CASUALTY 11442 N IH 35 AUSTIN, TX 78753

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: Nov 16, 2009 Policy Expiration Date: Nov 16, 2010

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$500,000 Combined Single Limit
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2008 NISSAN QUEST S/SE/SL 5N1BV28U38N100892	
Personal Injury Protection	$25,000
Fire and Theft w/ CAC	$500 Ded
Collision	$500 Ded
2009 KIA SEDONA EX/LX KNDMB233596314315	
Personal Injury Protection	$25,000

Fire and Theft w/ CAC	$500 Ded
Collision	$500 Ded

Continued

Policy number: 03298572-4

Certificate number
09810A08572

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID BO
QUALI-1

DATE (MM/DD/YYYY)
12/23/09

PRODUCER
Shepard Walton King Ins Group*
1906B E. Tyler
. O. Box 1830
.arlingen TX 78551-1830
Phone: 956-423-8755 Fax:956-428-0730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quality Therapy Providers
QTP Inc. dba;
QTP II, Inc. dba QTP II
PO Box 1136
Mercedes TX 78570

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	
INSURER B:	Texas Mutual Insurance Co.	22945
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS041672842	12/12/09	12/12/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSF0001173734	11/01/09	11/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Medical Office

1901 W State Hwy 107
McAllen TX 78504

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ORD 25 (2009/01)

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ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: QTP II INC, QUALITY THERAPY PROVIDERS

ADDRESS: 208 STARR ST., SUITE 2, MERCEDES, TX 78570

AUTHORIZED REPRESENTATIVE: ENEDELIA M. HOLMES

SIGNATURE: Enedelia M Holmes

TITLE: CO-OWNER / VICE PRESIDENT

TELEPHONE: (956) 514-1551 FAX NO. (956) 514-1554

E-MAIL: eney6430@sbcglobal.net

DATE: April 21, 2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: ENEDELIA HOLMES

Title: CO-OWNER / VICE PRESIDENT

Telephone Number: (956) 514-1551

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, QUALITY THERAPY PROVIDERS, possess all of the **APPLICABLE**;

1. Licenses: SPEECH THERAPY, PHYSICAL THERAPY, OCCUPATIONAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

April 21, 2010
Date

QTP II INC., QUALITY THERAPY PROVIDERS
Company

City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ENEDELIA M. HOLMES, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: [signature] / Co-owner / Vice President

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: QTP II, INC **Telephone Name:** (956) 514-1551

dba Name: QUALITY THERAPY PROVIDERS

Legal Name:

Mailing Address: P.O. BOX 1136 **Fax Name:** (956) 514-1554

Physical Address: 208 STARR ST., SUITE 2

City, State, Zip: MERCEDES, TX 78570 **Tax I.D. №** 470944519

Remit to Address: **City, State, Zip**

E-Mail Address: eney6430@sbcglobal.net

Representative(s) Name(s) & Title(s) William Holmes – Owner/President
Enedelia Holmes - Co-Owner/Vice President

Type of Organization(check one): ___Individual ___Partnership ✓(5)Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 470944519

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
WILLIAM HOLMES- OWNER/PRESIDENT, ENEDELIA HOLMES - CO-OWNER/VICE PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___

Certification For
Primary Covered Transactions

1. The QTP II INC, dba QUALITY THERAPY PROVIDERS (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the QTP II INC. (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Enedelia Holmes

Print Name: ENEDELIA HOLMES

Title: SPEECH LANGUAGE PATHOLOGIST

Telephone No.: (956) 514-1551 Date: April 21, 2010

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design

Address: 200 STARR ST, Suite 2, MERCEDES, TX 78570

By: Enedelia Holmes

Printed Name: Enedelia Holmes

Title: CO-OWNER / VICE PRESIDENT

Form **W-9** (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
QTP II INC.

Business name, if different from above
DBA: QUALITY THERAPY PROVIDERS

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation S ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. BOX 1136

Requester's name and address (optional)

City, state, and ZIP code
MERCEDES, TX 78570

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | - | | | - | | | | |

or

Employer identification number
4 7 - 0 9 1 4 4 5 1 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **BRIGHT THERAPY SOLUTIONS, LLC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement on terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a

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.

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

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

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 31st, 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

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:
BRIGHT THERAPY SOLUTIONS, LLC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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.

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.

Exhibit B

Fee Schedule

BRIGHT THERAPY SOLUTIONS LLC.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a

CNA

SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
18098	970	HPG	0419014811	from: 12:01 AM Standard Time on: 10/12/09 to: 12:01 AM Standard Time on: 10/12/10

Named Insured and Address:	Program Administrator:
Bright Therapy Solutions LLC. 2007 W. 3 Mile Line Ste. 7 Mission, TX 78573	**Healthcare Providers Service Organization** 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Speech Hearing Therapist Firm Code: 80716	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none
Fire & Water Legal Liability	none
Personal Liability	

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001) Coverage Change Date: Endorsement Change Date:

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2010

PRODUCER Phone# (956) 487-5555
GARZA INSURANCE AGENCY
414 EAST MAIN STREET
RIO GRANDE CITY, TX 78582

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
BRIGHT THERAPY SOLUTIONS, LLC
2007 W. 3 MILE LANE SUITE # 7
MISSION, TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: PROGRESSIVE	
INSURER C: TEXAS MUTUAL	
INSURER D: HALLMARK SPECIALTY	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☑ SCHEDULED AUTOS	# 05501116	07/09/2009	07/09/2010		
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
							$

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEADSTART PROGRAM 1901 W.STATE HWY 107 McALLEN, TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: Marlen Cortez

Printed Name: Marlen Cortez

Title: owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Bright Therapy Solutions, LLC

ADDRESS: 2015 W. 3 Mile Ln, Suite 7, Mission Tx 78573

AUTHORIZED REPRESENTATIVE: Marlen Cortez

SIGNATURE: Marlen Cortez

TITLE: owner

TELEPHONE: 956-534-0431 FAX NO. 956-424-7805

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Marlen Cortez

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Bright Therapy Solutions, LLC, possess all of the **APPLICABLE**;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

2013 W. 3 Mile Line, Suite 7
Address

Mission, TX 78573
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

2009941

1 Name of person doing business with local governmental entity.

Bright Therapy Solutions, LLC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Marlen Cortez
Signature of person doing business with the governmental entity

6-23-09
Date

Marlen Cortez

TOTAL P.01

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Marlen Cortez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

Notary Public

My Commission expires: July 31, 2011, 2010

ARTEMIO PEREZ
Notary Public, State of Texas
My Commission Expires
July 31, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Bright Therapy Solutions, LLC **Telephone Name:** (956) 534-0431

dba Name:

Legal Name: Bright Therapy Solutions

Mailing Address: 682 Quail Hollow **Fax Name:** ( )

Physical Address: 2015 W. 3 Mile Line, Suite 7 Mission, Tx 78573

City, State, Zip: Mission, Tx 78573 **Tax I.D. №** 27-0385434

Remit to Address: **City, State, Zip**

E-Mail Address: brighttherapysolutions@yahoo.com

Representative(s) Name(s) & Title(s) Marlen Cortez (owner) Anna Gonzalez (owner)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 27-0385434

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Speech Therapy Clinic

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO ✓
What type of product(s) is/are solicited by your company? _____ Would you like to be provided with specifications for procurements of such products ?: YES___ NO__
To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____ Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The Marlen Cortez (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Marlen Cortez (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Please print or type

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)
Bright Therapy Solutions, LLC

Business name, if different from above (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
2007 W. 3 Mile Line Suite 7

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Mission, Tx 78573

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
27-0385434

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** Marilyn Corth **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid,

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Primeros Pasos,LLC., dba / First Steps Pediatric Rehabilitation** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

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

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

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

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 31st, 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

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:
PRIMEROS PASOS, LLC.,
dba / FIRST STEPS PEDIATRIC REHAB
REHABILITATION

BY: Belinda Dollinger
(Provider's Name)

Belinda Dollinger
(Print Name)

OWNER
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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 aid 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.

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.

Exhibit B

Fee Schedule

PRIMEROS PASOS LLC, DBA FIRST STEP PEDIATRIC REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ IN KIND
b. Speech Therapy Re-Evaluation	$ IN KIND
c. Speech Therapy Treatments - 30 Minute Units	$ IN KIND
d. Occupational Therapy Evaluation Individual	$ IN KIND
e. Occupational Therapy Re-Evaluation	$ IN KIND
f. Occupational Therapy Treatments - 30 Minute Units	$ IN KIND

Aug. 27. 2009-11:49AM No. 6223 P. 1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BQ
FIRST-6

DATE (MM/DD/YYYY)
08/27/09

PRODUCER
Shepard Walton King Ins Group*
906B E. Tyler
P. O. Box 1830
Harlingen TX 78550-1830
Ph:956-423-8755 Fax:956-428-0730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD INSURANCE CO.	29424
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Primeros Pasos LLC dba
First Steps Pediatric Rehab
Belinda Dollinger
1301 E Fern Ave Ste D-1
McAllen TX 78501

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	65SBATX1682	05/18/09	05/18/10	EACH OCCURRENCE	$ 2000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 2000000
						GENERAL AGGREGATE	$ 4000000
						PRODUCTS - COMP/OP AGG	$ 4000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$

CERTIFICATE HOLDER	CANCELLATION
HIDCHED Hidalgo County Headstart Program Ambrosio Tovar P O Box 0117 Edinburg TX 78540-0117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SHEPARD WALTON KING INS. GROUP

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Print Date: 07/28/09

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0289792309	from: 12:01 AM Standard Time on: 09/01/09 to: 12:01 AM Standard Time on: 09/01/10

Named Insured and Address:	Program Administrator:
Primeros Pasos LLC 1301 E Fern Ave Ste D1 Mcallen, TX 78501-1497	**Healthcare Providers Service Organization** 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Physical Therapist Firm Code: 80995	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
G-141234-A HP 2571

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE** Date(mm/dd/yyyy) 05/10/2009

Producer	This Certificate is Issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.	
Cuellar & Associates, LLC 11550 IH 10 West - Suite 150 San Antonio, TX 78230	INSURERS AFFORDING COVERAGE	NAIC #
Insured	Insurer A: GMAC	
Primeros Paseos, LLC dba First Steps Pediatri Rehab 1301 E. Fern Ave., Suite D1 McAllen, Texas 78501	Insurer B: Texas Mutual	
	Insurer C:	
	Insurer D.	
	Insurer E.	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Insr Ltr	Add'l Insrd	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		[ ] Commercial General Liability				Damage to Rented Premises (Ea Occurrence)	$
		[ ] Claims Made [ ] Occur				Med Exp (Any one person)	$
						Personal & Adv Injury	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				General Aggregate	$
		[ ] Policy [ ] Project [ ] Loc				Products-Comp/Op Agg	$
A		AUTOMOBILE LIABILITY	TXC6048424	06/19/2009	06/19/2010	Combined Single Limit (Ea Accident)	$ 1,000,000
		[X] Any auto				Bodily Injury (Per person)	$
		[ ] All owned autos				Bodily Injury (Per accident)	$
		[ ] Scheduled autos				Property Damage (Per accident)	$
		[X] Hired autos					
		[X] Non-Owned autos					
		GARAGE LIABILITY				Auto only - Ea Accident	$
		[ ] Any auto				Other than Auto only: Ea Acc	$
						Agg	$
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	$
		[ ] Occur [ ] Claims Made					

CERTIFICATE HOLDER

Hidalgo County Headstart Program
Ambrosio Tovar
P O Box 0117
Edinburg TX 78540-0117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

ACORD 25 (2001/08)

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GMAC Insurance

BUSINESS AUTO POLICY

RENEWAL DECLARATION EFFECTIVE 06/19/2009
SUPERSEDES ANY PREVIOUS DECLARATION BEARING THE
SAME NUMBER FOR THIS POLICY PERIOD, IF ANY.

0227630

POLICY NUMBER	POLICY PERIOD FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	AGENCY
TXC 6048424	06/19/2009	06/19/2010	HOME STATE CO. MUTUAL INS. CO.	0227630

THIS POLICY INSURES YOU AS NAMED INSURED:	AGENCY:
FIRST STEPS PEDIATRIC REHAB 1301 E FERN AVE STE D1 MCALLEN TX 78501-1497 78501	CUELLAR & ASSOCIATES P & C LLC 210-558-08 11550 IH 10 WEST #150 SAN ANTONIO TX 78230

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO THE FOLLOWING INDICATED COVERAGES WITH RESPECT TO EACH DECLARED VEHICLE. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST SUCH COVERAGE SHALL BE STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN

COVERAGES	COVERED AUTO		FULL-TERM PREMIUM
BI/PD LIABILITY	7	$1,000,010 COMBINED SINGLE LIMITS	$2,192.00
UNINSURED MOTORIST BI	7	$100,010 COMBINED SINGLE LIMITS	$474.00
UNINSURED MOTORIST PD	7	$100,010 EACH ACCIDENT	$204.00
COMP OR SPEC CAUSES OF LOSS - STD AMT	7	SEE VEHICLE SCHEDULE FOR DEDUCTIBLE FOR EACH COVERED AUTO.	$400.00
COLL-STD AMT	7	SEE VEHICLE SCHEDULE FOR DEDUCTIBLE FOR EACH COVERED AUTO.	$842.00

AUTOMOBILE THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION) $3.00

COMBINED UNIT PREMIUM $4,115.00

ATTACHMENT IDENTIFIED BY FORM NUMBER
TE0001 0199 , TE0017 0194 , IL0021 0392 , TE2305 0392 , CV74 0606 ,

GMAC Insurance

BUSINESS AUTO POLICY
RENEWAL DECLARATION EFFECTIVE 06/19/2009
SUPERSEDES ANY PREVIOUS DECLARATION BEARING THE
SAME NUMBER FOR THIS POLICY PERIOD, IF ANY.

0227630

POLICY NUMBER	POLICY PERIOD IS FROM	TO	COVERAGE IS PROVIDED IN THE	AGENCY
TXC 6048424	06/19/2009	06/19/2010	HOME STATE CO. MUTUAL INS. CO.	0227630

THIS POLICY INSURES YOU AS NAMED INSURED	AGENCY
FIRST STEPS PEDIATRIC REHAB 1301 E FERN AVE STE D1 MCALLEN TX 78501-1497 78501	CUELLAR & ASSOCIATES P & C LLC 210-558-081 11550 IH 10 WEST #150 SAN ANTONIO TX 78230

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO THE FOLLOWING INDICATED COVERAGES WITH RESPECT TO EACH DECLARED VEHICLE. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST SUCH COVERAGE SHALL BE STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

ITEM TWO- SCHEDULE OF COVERAGES AND COVERED AUTOS

VEH NO	ST	TER	YR	DESCRIPTION	SERIAL NUMBER	SYM	RAD	STATED AMOUNT INC CUSTOM PARTS	USE
001	TX	057	05	FORD FREESTAR	2FMZA522X5BA42421	27	050	25000	SER
002	TX	057	05	FORD FREESTAR	2FMZA57695BA53423	27	050	14131	SER
003	TX	057	07	CHEV G3500	1GAHG35U671157394	28	050	19806	SER

LIABILITY PREMIUM BY VEHICLE

VEH NO	BI/PD	MED PAY	UM/UIM	UMPD LIMIT	UMPD DED	PREM	PIP
001	$739		$158.00	$100010	$260	$68.00	
002	$665		$158.00	$100010	$260	$68.00	
003	$788		$158.00	$100010	$260	$68.00	

PHYSICAL DAMAGE PREMIUM BY VEHICLE

VEH	COMP OR SPEC PERILS	COLLISION	TOWING & LABOR	VEH

Claims Reporting: 1-800-468-3466 – For Policy Information, Call: 1-877-468-3466 – Internet: www.GMACpolicy.com

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: Belinda Dollinger

Printed Name: Belinda Dollinger.

Title: ~~OWNER~~. OWNER / COO.

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Primeros Pasos LLC/DBA - first steps Pediatric Reho

ADDRESS: 1301 - East fern ste D1 McAllen, TX 78501

AUTHORIZED REPRESENTATIVE: Belinda Dollinger.

SIGNATURE: Belinda Dollinger

TITLE: OWNER / COO / Admin.

TELEPHONE: 956-683-9339 FAX NO. 956-683-9329.

EMAIL: [illegible]

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Belinda Wallenger

should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Belinda Dollinger, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, PT facility / OT facility
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Address

McAllen, TX 78501
City, State, Zip

2098115

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Belinda Dollinger / Primeros Pasos LLC DBA First Steps Pediatric Rehab.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A.
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Belinda Dollinger
Signature of person doing business with the governmental entity

7/19/10
Date

Belinda Dollinger

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Belinda Dollinger, being first duly sworn, deposes that:

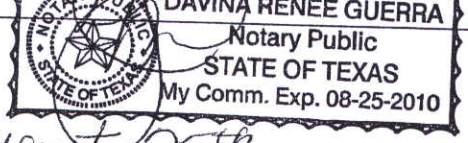
(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further Sta[illegible] ff

Notary Public



My Commission expires: August 25th, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name:** (956) 683-9339
dba Name: First Steps Pediatric Rehab.	
Legal Name: Primeros Pasos LLC.	
Mailing Address: 1301 East Fern ste D1	**Fax Name:** (956) 683-9329
Physical Address: Same.	
City, State, Zip: McAllen, Texas 78501	**Tax I.D. №** 20-4998641
Remit to Address:	**City, State, Zip**
E-Mail Address: first steps_bdollinger@yahoo.com	
Representative(s) Name(s) & Title(s) Belinda Dollinger.	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 20-4998641 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-4998641

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify _____

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The Primeros Pasos LLC/DBA first steps Pediatric Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Primeros Pasos LLC first steps Pediatric (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Primeros Pasos LLC.

Business name, if different from above
First Steps Pediatric Rehab.

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ► LLC. ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1301. East Expressway Ste D1

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
2	0	–	4	9	9	1	6	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Leonda Wallinger Date ► 4/19/10.

Purpose of Form

- An individual who is a citizen or resident of the United

U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Tauro Investments, LLC. dba / Kids Zone Children's Rehab** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** 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

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.

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

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

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 31st, 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

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:
TAURO INVESTMENTS LLC,
dba /KIDS ZONE CHILDREN' REHAB

BY: _____
(Provider's Name)

ALFONSO PONCE.
(Print Name)

OWNER
(Title)

HIDAGLO COUNTY
HEADSTART PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

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 deem 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 included 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.

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.

Exhibit B
Fee Schedule

Tauro Investments, LLC dba/ KIDS ZONE CHILDREN'S REHAB
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation	$ 65.00
b. Speech Therapy RE-Evaluation	$ 65.00
c. Speech Therapy Treatment-30 minute units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 minute	$ 35.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2009

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

KID ZONE CHILDREN REHAB
TAURO INVESTMENTS, LLC
1400 E. RIDGE RD SUITE 1
MCALLEN TX 78503-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INS. CO.	
INSURER B: Employer's Comp Associate	
INSURER C: TAGA	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR	44PB451240-02	09/04/2009	09/04/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurance)	$ 100,000
C		[X] Professional Med Mal	GK70P090818-001	08/18/2009	08/18/2010	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC				GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	44CU459201-01	09/04/2009	09/04/2010	EACH OCCURRENCE	$

CERTIFICATE HOLDER	CANCELLATION	AI 100740
HIDALGO COUNTY HEAD START PROGRAM ATTN: Mary Ann P.O. Box 117 Edinburg TX 78540-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

04/23/2009 13:40 9566839810 R ELIZALDE STATEFARM PAGE 01/01

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: TAURO INVESTMENTS LLC DBA KIDS ZONE CHILDREN'S REHAB

ADDRESS OF NAMED INSURED: 1400 E RIDGE RD STE 1 MCALLEN, TX 78503

POLICY NUMBER	135 9470-B25-53			
EFFECTIVE DATE OF POLICY	02/25/10-02/25/11			
DESCRIPTION OF VEHICLE (Including VIN)	FLEET SCHEDULE			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	$250,000			
Each Accident	$500,000			
b. Property Damage Each Accident	$100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				

LSA-5	53-8493	04/23/2010
Signature of Authorized Representative / Title	Agent's Code Number	Date

Name and Address of Certificate Holder	Name and Address of Agent
HIDALGO COUNTY HEADSTART PROGRAM PO BOX 117 EDINBURG, TX 78540	ROBERT ELIZALDE 5105 S MCCOLL RD EDINBURG, TX 78539

INTERNAL STATE FARM USE ONLY: ☒ Request permanent Certificate of Insurance for liability coverage.
☒ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: _____

Printed Name: Alfonso Ponce

Title: Owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Tauro Investments LLC dba Kids Zone Children's Rehab.

ADDRESS: 1400 E. Bridge Rd Ste 1 McAllen, TX 78503

AUTHORIZED REPRESENTATIVE: Alfonso Ponce

SIGNATURE: _____

TITLE: Owner

TELEPHONE: 956-686-2150 FAX NO. 866-287-3592

E-MAIL: alfonso@kidszonerehab.com

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Alfonso Ponce, possess all of the **APPLICABLE**;

1. Licenses: Physical, Occupational & Speech Therapy
2. Bonds: _____
3. Certificates: Certificate of Occupancy / Fire Inspection
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Address

McAllen, TX 78503
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Alfonso Pone

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Tauro Investments LLC dba Kids Zone Children's Rehab, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____, Owner

Subscribed and sworn to before me this 30th day of April, 2010.

Veronica Hernandez

Notary Public

My Commission expires: March 28, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Tauro Investments LLC	**Telephone Name:** (956) 686-2150
dba Name: Kids Zone Children's Rehab	
Legal Name: Tauro Investments LLC	
Mailing Address: 1400 E. Ridge Rd Ste 1 McAllen, TX 78503	**Fax Name:** (956) 630-3993
Physical Address: 1400 E Ridge Rd Ste 1 McAllen, TX 78503	
City, State, Zip: McAllen, TX 78503	**Tax I.D. №** 20-2504002
Remit to Address: 1400 E. Ridge Rd Ste 1	**City, State, Zip** McAllen, TX 78503
E-Mail Address: alfonso@kidszonerehab.com	
Representative(s) Name(s) & Title(s) Alfonso Ponce, Owner	

Type of Organization(check one): ✓ Individual ✓ LLC ___Partnership ___Sole Proprietor ___Corporation ___Other, Specify ___ ___Non-Profit

State Identification №: _____ (Please attached completed W-9 form with this application)

Less than 250,000 annual gross receipt ___ Hispanic American ___ Native American ___
Less than 499,000 annual gross receipt ___ Asian Pacific American ___ Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? Therapy - Speech, occupational & Physical
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

ate Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Tauro Investments, LLC dba Kids Zone (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals: Children's Rehab

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Tauro Investments, LLC

Business name, if different from above
Kids Zone Children's Rehab

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► P
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1400 E. Ridge Rd Suite 1

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78503

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 2504002

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below)

contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **Acovill Management Co., LLC., dba / Kids In Action Therapy** (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 **31st** day of **August, 2011** or as provided herein.

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

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:

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

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 31st, 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.

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:
ACOVILL Management Co., LLC.,
dba /Kids In Action Therapy

BY: Laura R Castillo
(Provider's Name)

LAURA R CASTILLO
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____

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 deem 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 included 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 aid services, as they apply to clients of the Program.

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.

Exhibit B
Fee Schedule

ACOVILL MANAGEMENT CO., LLC
DBA/KIDS IN ACTION
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 55.00
b. Speech Therapy Re-Evaluation	$ 55.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00

j Hydrates 15/30 Minute Units	$ N/A

CERTIFICATE OF INSURANCE

03/29/10

Producer:

Affinity Insurance Services, Inc.
159 East County Line Rd.
Hatboro PA 19040-1218

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured: ACOVILL Management Company, LLC
2101 E Griffin Pkwy
Mission, TX 78572-3228

COMPANIES AFFORDING COVERAGE

COMPANY A. American Casualty Company of Reading, PA

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$
	☐ ☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV. INJURY	$
	☐ OWNER'S CONT. PROT.				GENERAL AGGREGATE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP. (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY	$
	☐ NON-OWNED AUTOS					

					$3,000,000 annual aggregate

Certificate Holder:	Hidalgo County Headstart Program PO Box 0117 Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE 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

Policy Number:

Date Entered: 4/22/2010

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2010

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 Multi-Line Agency, Inc. 3101 N. Jackson Rd. McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 668-0202 FAX (A/C, No): (956) 668-8989 E-MAIL ADDRESS: ngalmodovar@multilineagency.com PRODUCER CUSTOMER ID #:
INSURED Acovill Management Co. LLC DBA: Kids In Action Therapy 2101 E. Griffin Pkwy Mission, TX 78572	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The Hartford (AgentSecure) 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							

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

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Headstart P.O. Box 0117 Edinburg, TX 78540	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 Ramiro Garza

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID NO | DATE (MM/DD/YYYY)

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	CONTACT NAME:
Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone:956-682-2841 Fax:956-630-4015	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KIDSI-1

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kids In Action Therapy Acovill Management Co. LLC dba 2101 E Griffin Pkwy Mission TX 78572	INSURER A: Maryland Casualty	19356
	INSURER B: National Interstate Ins. Co.	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PAS43432468	06/14/09	06/14/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2000000 $ 2000000 $ 10000 $ 2000000 $ 4000000 $ 4000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER FORM CG2010(07/04)

CERTIFICATE HOLDER	CANCELLATION
HIDCHDS Hidalgo County Headstart Program 1/4 Mile W. 10th St on Hwy 107 Edinburg TX 78539	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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NATIONAL INTERSTATE
3250 Interstate Drive
Richfield, OH 44286
(330) 659-8900

COMMERCIAL AUTO DECLARATION

Policy Number:	SCA 0009945-01
Named Insured:	ACOVILL MANAGEMENT CO LLC
Agent:	Capstone Underwriters Inc

THE LISTING OF LIMITS AND PREMIUMS PER VEHICLE ON THIS DECLARATIONS PAGE MAY NOT BE COMBINED WITH THE SAME LIMITS FOR THE SAME COVERAGE ON ANOTHER AUTO. UNLESS THE POLICY'S LANGUAGE ALLOWS THE STACKING OF LIMITS.

ITEM THREE: SCHEDULE OF COVERED AUTOS

VEHICLE DESCRIPTIONS

Unit #	Year	Make/Model	Type	VIN	Stated Amount	GVW	Radius	Zip Code
1	2005	DODGE/CARAVAN	Mini Van	1D4GP25B15B342801	$12,500	N/A	51-100 Mi	78572
2	2009	TOYOTA/SIENNA CE/S	Full Size Van	5TDZK23C39S235411	$23,900	10,000	51-100 Mi	78572
3	2005	TOYOTA/SIENNA	Full Size Van	5TDZA23CX5S319125	$12,900	6,000	51-100 Mi	78572
4	2007	TOYOTA/SIENNA CE/S	Full Size Van	5TDZK23CX7S002610	$18,400	6,000	51-100 Mi	78572

COVERAGES - PREMIUMS, LIMITS, AND DEDUCTIBLES

Unit #	LIABILITY	MED PAY	PERSONAL INJURY PROTECTION

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program

Address: 2101 E. Griffin Parkway, Mission Tx 78572

By: Laura R Castillo

Printed Name: LAURA R CASTILLO

Title: Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: ACOVILL Management Co LLC, dba Kids In Action Therapy

ADDRESS: 2101 E. Griffin Parkway, Mission, Tx 78572

AUTHORIZED REPRESENTATIVE: LAURA R CASTILLO

SIGNATURE: Laura R Castillo

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Date: [illegible]

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Laura R. Castillo, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, PT + OT Facility Licenses
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be

2101 E. Griffin Parkway
Address

Mission, Tx 78572
City, State, Zip

EXHIBIT D 2100410

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Kids In Action Therapy

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (Item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Laura R Castillo, Administrator
Signature of person doing business with the governmental entity

5/5/2010
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Laura R. Castillo, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to

Subscribed and sworn to before me this 26th day of April, 2010.

Notary Public, State of Texas

My Commission expires: 3-17, 2010

MELCHOR CHAVEZ
Notary Public, State of Texas
My Commission Expires
March 17, 2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: ACOVILL Mgmt Co., LLC	**Telephone Name:** ( ) 956-424-3733
dba Name: Kids In Action Therapy	
Legal Name: ACOVILL Mgmt. Co. LLC, dba Kids In Action Therapy	
Mailing Address: 2101 E. Griffin Parkway	**Fax Name:** ( )
Physical Address: same	
City, State, Zip: Mission Tx 78572	**Tax I.D. №**
Remit to Address: same	**City, State, Zip**
E-Mail Address: laura57castillo@yahoo.com	
Representative(s) Name(s) & Title(s) Laura R. Castillo, Administrator	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ✓LLC ___Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-2054590

Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company? Pediatric Rehabilitation Services
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__ N/A

To Be Completed by Head Start: Rec'd by (Procurement):_____ Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The ACOVILL Mgmt. Co., LLC, dba Kids In Action Therapy (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ACOVILL Mgmt. Co. LLC, dba Kids In Action Therapy (Vendor Name) is unable to certify to any of the

Please print or type

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
ACOVILL Mgmt. Co. LLC dba Kids In Action Therapy

Business name, if different from above. (See Specific Instruction on page 2)
Kids In Action Therapy

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
2101 E. Griffin Parkway

Remittance Address: If different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Mission, TX 78572

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
20-2054590 20-2054590

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax returns. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] | **Date** ▶ 4/1/2010

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** 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 **SAB & ASSOCIATES LLC, dba / KID ABILITIES CHILDREN'S REHAB** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

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

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:

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

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 31st, 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 of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
SAB & ASSOCIATES LLC
DBA/ KID ABILITIES CHILDREN'S REHAB

BY: Gabriel Serrano
(Provider's Name)

(Print Name)

C. E. O
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem 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 included 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.

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.

Exhibit B

Fee Schedule

SAB & ASSOCIATES LLC, DBA/ KID ABILITIES CHILDREN'S REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 55.00
b. Speech Therapy Re-Evaluation	$ 55.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 55.00

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Print Date: 06/16/09

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312627823	from: 12:01 AM Standard Time on: 07/17/09 to: 12:01 AM Standard Time on: 07/17/10

Named Insured and Address:

SAB & Associates, LLC
5521 N Mccoll Rd
Mcallen, TX 78504-2208

Medical Specialty:
Occupational Therapist Firm

Code: 80721

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvan
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY	
A. PROFESSIONAL LIABILITY		
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	
B. COVERAGE EXTENSIONS:		
License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.	
Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.	
General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 1,035.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception.

G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
G-141234-A

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

"DBA" or Specified Location Endorsement

In consideration of the premium paid, it is agreed that **PROFESSIONAL LIABILITY COVERAGE PART,** is amended as follows:

The term **you** or **your** defined in the **PROFESSIONAL LIABILITY COVERAGE PART, Section IV. Additional Definitions,** is deleted in its entirety and replaced by the following:

"You" or **"Your"** means the **named insured,** including the **named insured** doing business under the names set forth below or at the address set forth below, and:

1. any individual who, during the **policy period,** is or becomes an **employee** of the **named insured,** but only while acting within the scope of their **professional services**; or
2. any individual who, during the **policy period,** is or becomes a substitute health care provider that the **named insured** contracts with, but only while acting within the scope of their **professional services.**
3. Any individual previously affiliated with the **named insured** as its **employee** but only for **professional services** performed on behalf of the **named insured** during the course of such employment.

Named Insured DBA (if applicable)	Address (if applicable)
Kid Abilities Children's Rehab	5521 N McColl Rd, McAllen, TX 78504 2208

Must Be Completed	
ENDT. NO.	POLICY NO.
1	312627823

G-141234-A (7/2001)

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
SAB & Associates, LLC	07/17/2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2010

PRODUCER
LUJAN INSURANCE AGENCY
PO BOX 704
PHARR, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SAB & ASSOCIATES, LLC DBA
KID-ABILITIES CHILDREN'S REHAB
5521 N. MCCOLL
MCALLEN, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH	
INSURER B: PROGRESSIVE	
INSURER C: TEXAS MUTUAL	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS02318709	06/02/09	06/02/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$10,000
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$1,000,000
		X POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	06293258-1	02/13/10	02/13/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
						AUTO ONLY - EA ACCIDENT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEAD START PROGRAM PO BOX 0117 EDINBURG, TX 78540-0117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

04/19/2010 02:37 FAX 956 702 1869 Lujan Insurance

LUJAN INS AGENCY
PO BOX 704
PHARR, TX 78577

021059

PROGRESSIVE

Named insured

SAB AND ASSOCIATES LLC
KID ABILITIES
5521 N MCCOLL
MCALLEN, TX 78504

Policy number: 06293258-1
Underwritten by:
Progressive County Mutual Ins Co
January 28, 2010
Policy Period: Feb 13, 2009 - Feb 13, 2010

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

956-783-1165
LUJAN INS AGENCY
Contact your agent for personalized service.

800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on February 13, 2009 at 12:01 a.m. This policy expires on February 13, 2010 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms 8610 (03/02), Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 4852TX (03/07) and 4881TX (02/07).

The named insured organization type is a corporation.

Personal Injury Protection	$2,500 each person	330
Comprehensive		
See Auto Coverage Schedule	Limit of liability less deductible	555
Collision		
See Auto Coverage Schedule	Limit of liability less deductible	1,343
Subtotal policy premium		**$10,768**
Automobile Theft Prevention Authority Fee		5
Fees		45
Total 12 month policy premium		**$10,818**

Rated drivers

1. DAHRIEL SERRANO
2. MARIA GUZMAN
3. JOSE SANCHEZ
4. MINERVA BARBOSA
5. NAOMI FUENTES
6. MELISSA HERNANDEZ
7. VANESSA RAMOS
8. SAN JUANITA GARCIA
9. MANUEL DERUEDA

Auto coverage schedule

1. **2005 Ford Freestar Ses**
VIN: 2FMZA57615BA66618

Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$500	$111	$500	$268	**$2,153**

2. **2007 Ford Freestar SE**
VIN: 2FMZA51607BA10617

Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

Premium	$500	$100	$500	$241	Auto Total **$2,115**

4. **2007 Dodge Caravan Sxt**
VIN: 1D4GP45R87B157978
Stated Amount: $12,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$500	$122	$500	$298	**$2,194**

5. **2005 Chrysler Town & Country**
VIN: 2C4GP44R55R493732
Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$500	$111	$500	$268	**$2,153**

Premium discount

Policy	
06293258-1	Renewal

Loss Payee information

1	Loss Payee	Auto 4	SECURITY SERVICE FCU

Form 6489 TX (05/02)

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Kid- Abilities Children's Rehab

ADDRESS: 5521 N. McColl Rd. McAllen, Tx 78504

AUTHORIZED REPRESENTATIVE: Deborah Serrano Gabriel Serrano

SIGNATURE: Deborah Serrano

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Kid-Abilities Children's Rehab, possess all of the **APPLICABLE**;

1. Licenses: Speech Therapy and Occupational Therapy Licenses
2. Bonds: _____
3. Certificates: Occupational Therapy Facility Registration
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be

5521 N. McColl Rd.
Address

McAllen, Tx 78504
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Kid Abilities Children's Rehab/Gabriel Serrano, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, [illegible]

Subscribed and sworn to before me this 23rd day of April, 2010.

Notary Public

My Commission expires: 3/13/2013, 2010

IRENE LERMA
Notary Public, State of Texas
My Commission Expires
March 13, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: SAB & Associates LLC	**Telephone Name:** (956) ~~376-3334~~ D.S 631-1840
dba Name: Kid-Abilities Childrens Rehab	
Legal Name: SAB & Associates LLC DBA Kid-Abilities Childrens Rehab	
Mailing Address: 5521 N. McColl Rd.	**Fax Name:** (956) 631-1859
Physical Address: 5521 N. McColl Rd.	
City, State, Zip: McAllen, Tx 78504	**Tax I.D. №** 20-8278070
Remit to Address: 5521 N. McColl Rd.	**City, State, Zip** McAllen, Tx 78504
E-Mail Address: d.ariels@hotmail.com	
Representative(s) Name(s) & Title(s) Dahriel Serrano, CEO	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS № 20-8278070

Less than 499,000 annual gross receipt ___ Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? Speech and Occupational Therapy Services
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Kid-Abilities Children Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Kid-Abilities Children's Rehab (Vendor Name) is unable to certify to any of the statements in

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SAB & Associates LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5521 N. McColl Rd.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Tx 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
20 : **8278070**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Hidalgo County Head Start Program
Policy Council Agenda

DATE: July 20, 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 #2010-014-03-30
2. Mental Health RFQ #2010-015-03-30
3. Special Services RFQ #2010-016-03-30

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

* * * *

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: July 15, 2010

CC: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

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:	Nuestra Clinica Del Valle
Dental:	The Children's Dentist Nuestra Clinica Del Valle
Mental Health:	Fina's Helping Hands, Maricela Medrano, LCSW Guzman & Associates, Tony Guzman M. ED., LPC Counseling Center of South Texas, Maria C. Quilantan, LPC

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

LV

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: Connie Horta, Special Services Director

SUBJECT: RFQ Recommendations

DATE: July 12, 2010

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

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

Children's Care Rehabilitation Center, LLC
RGV Enterprises LLC, dba Little All Stars
River Health Care LLC, dba Treehouse Rehab
Rising Stars Therapy Center, LLC
Head 2 Toe Rehab, Inc.
Life Span Rehab Center, LLC
RGV's Training Wheels Therapy Clinic, PLLC
Thera Care Rehab Services, PLLC
Melody Kids Care, LLC
Pro Care Therapies PC
Best Care Physical Therapy PC dba Advanced Therapy Solutions
Weslaco Therapy Center
Elsa Therapy & Wellness Center, Inc dba Jump Start Therapy & Medical Clinic
Speech Success, LLC
Team Success Inc.
Valley Therapy Center
Life Skills Therapy Center, LLC
Therapy R Us Specialist, PLLC
Therapy Associates, LLC dba Therapy Network
Kids Speech, Inc
Mercy Kids Rehab
Therapy Zone, PLLC
QTP II, Inc. dba Quality Therapy Providers
Bright Therapy Solutions, LLC
Primeros Pasos, LLC. dba First Step Pediatric Rehab
Tauro Investments, LLC dba Kids Zone Children Rehab
Acovill Management Co. LLC dba Kids in Action
SAB & Associates LLC. dba Kid Abilities Children's Rehab

Hidalgo County Head Start Program

Medical/Dental Providers

RFQ No 2010-014-03-30

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Nuestra Clinica Del Valle (Medical)	20	25	20	25	10	100
The Children's Dentist	20	25	20	25	10	100
Nuestra Clinica del Valle (Dental)	20	25	20	25	10	100

Mental Health Providers

RFQ No 2010-015-03-30

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Fina's Helping Hands Maricela Medrano, LCSW	20	25	20	25	10	100
Guzman's & Associates, Tony Guzman M. ED., LPC	20	25	20	25	10	100
Counseling Center of South Texas, Maria C. Quilantan, LPC	20	25	20	25	10	100

Hidalgo County Head Start Program

Special Services Department

RFQ 2010-016-03-30

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Children's Care Rehab Center, LLC	20	25	20	25	10	100
RGV Enterprises, LLC dba/Little All Stars	20	25	20	25	10	90
River Health Care,LLC dba, Treehouse Rehab.	20	25	20	25	10	100
Rising Start Therapy Center, LLC	20	25	20	25	10	100
Head 2 Toe Rehab, Inc	20	20	15	25	10	85
Life Span Rehab Center, LLC	20	25	20	25	10	100
RGV,s TrainingWheels Therapy Clinic, PLLC	20	25	25	25	10	100
Thera Care Rehab Services, PLLC	20	20	20	25	10	95
Melody Kid's Care, LLC	20	25	20	25	10	100
Pro Care Therapies, PC	20	25	20	25	10	100
Best Care Physical Therapy dba Advanced Therapy Solutions	20	25	20	25	10	100

Hidalgo County Head Start Program

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Weslaco Therapy Center	20	25	20	25	10	100
Elsa Therapy & Wellness Center dba Jump Start Therapy & Medical Clinic	20	25	20	25	10	100
Speech Success, LLC	20	25	20	25	10	100
Team Success, Inc.	20	25	20	25	10	100
Valley Therapy Center	20	25	20	25	10	100
Life Skills Therapy Center, LLC	20	25	20	25	10	100
Therapy R Us Specialist, PLLC	20	25	20	25	10	100
Therapy Assoc. LLC dba Therapy Network	20	25	20	25	10	100
Kids Speech, Inc.	20	25	20	25	10	100
Mercy Kids Rehab	20	25	20	25	10	100
Therapy Zone, PLLC	20	25	20	25	10	100

Hidalgo County Head Start Program

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
QTP II, Inc., dba Quality Therapy Prov.	20	25	20	25	10	100
Bright Therapy Solutions, LLC	20	25	20	25	10	100
Primeros Pasos, LLC, dba First Steps Pediatric Rehab	20	25	20	25	10	100
Tauro Investments, LLC, dba Kids Zone Children Rehab.	20	25	20	25	10	100
Acovil Management Co., LLC, dba, Kids In Action	20	25	20	25	10	100
SAB & Associates, LLC, dba, Kid Abilities Children's Rehab.	20	25	20	25	10	100

AI-22186 **19.A.**

2011 STATUS REPORT

CC REGULAR

Date:	07/27/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status report on the 2011 Budget Process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 04:17 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 04:46 PM	APRV
3	Purchasing Department		07/23/2010 05:27 PM	NEW
Form Started By: Angela Garcia			Started On: 07/23/2010 04:13 PM	
Final Approval Date: 07/23/2010				

AI-22187 **19.B.**

Out of county inmate housing exp.

CC REGULAR

Date:	07/27/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status report on Out of County Inmate Housing Expenditures.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2010 04:17 PM	APRV
2	Auditor's Office	Linda Fong	07/23/2010 04:46 PM	APRV
3	Purchasing Department		07/23/2010 05:27 PM	NEW
Form Started By: Angela Garcia			Started On: 07/23/2010 04:14 PM	
Final Approval Date: 07/23/2010				

AI-21995 **19.C.1.**

Approval to extend ten (10) temporary Data Entry Clerk I positions slot no.'s T110-T119, grade level 01.

CC REGULAR

Date:	07/27/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Ms. Yvonne Ramon
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Elections (1100):
a. Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions not to exceed 12/31/10.
b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
SEE INTERDEPT TRANSFER.

Attachments

Link: PAR
Link: interdept transfer
Link: Job Description
Link: Fiscal Note
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/15/2010 10:37 AM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 10:39 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/22/2010 05:01 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:30 PM	APRV
5	Purchasing Department	Marty Salazar	07/23/2010 03:34 PM	APRV

Form Started By: Sylvia Solis

Started On: 07/12/2010 04:17 PM

Final Approval Date: 07/23/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

Elections Department

DATE: Enter Date

07/14/10

CURRENT POSITION TITLE: Enter position Title

Data Entry Clerk I

CURRENT SLOT. #: Enter current

T110-T119

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

Data Entry Clerk I

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other Extension Re

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ **16,640.00 X 10 positions** (Current Budgeted Salary) $ **16,640.00 X 10 positions** (Proposed Budgeted Salary) $ **166,400.00** (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other **Co. Wide Contingency**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 per hr.

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ Enter hourly rate for temp. positions
8.00 * 2080 = $16,640.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

08/02/2010 **08/01/2010** Start Date	12/31/10 **08/31/10** End Date	**8 AM – 5 PM** Working Days & Hours	**40** Hours Per Week	5 mos. (not to exceed 12/31/10) ~~**1 Month**~~ Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt ☒ Non-Exempt ☐

FLSA:

Exempt ☐ Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The extension of the temporary employee(s) is necessary for the several projects taking place within the Elections Department. The Data Entry Clerks Assist with upcoming elections, shredding projects, and the redistricting project taking place.

NEW POSITION: Brief job description and attach a copy of the new job description.

The Data Entry Clerk(s) will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and the IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer Questions and assist with public requests.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Yvonne Ramon / [signature] DEPARTMENT HEAD	7-14-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/22/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: July 22, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections Dept.

ACCOUNT NUMBER: 0-1100-41X-00-1XX-00X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 5408

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(55,450.01)
TO			
0-1100-414-00-130-001-0- 121	ELECTIONS -	TEMP F/T EMPLOYEES	34,907.69
0-1100-414-00-130-001-0- 211	ELECTIONS -	HEALTH	7,895.05
0-1100-414-00-130-001-0- 212	ELECTIONS -	LIFE	94.50
0-1100-414-00-130-001-0- 220	ELECTIONS -	FICA	9,755.75
0-1100-414-00-130-001-0- 230	ELECTIONS -	RETIREMENT	2,797.02
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the extension for ten (10) temporary full-time Data Entry Clerk I positions, slot no, 's T110-T119, grade level 01. Positions not to exceed 12/31/10. Also funding other fringe benefits for end of year expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 21995

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 27, 2010

Summary of request/proposal:
ELECTIONS (1100):
Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions not to exceed 12/31/10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	DATA ENTRY CLERK I	T110	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T111	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T112	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T113	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T114	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T115	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T116	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T117	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T118	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T119	121	1	0	0.00	16,640.00	16,640.00
					TOTAL:	0.00	166,400.00	166,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-414-00-130-001-0- 121	ELECTIONS -	TEMP F/T EMPLOYEES	$70,130.27
0-1100-414-00-130-001-0- 211	ELECTIONS -	HEALTH INSURANCE	-
0-1100-414-00-130-001-0- 212	ELECTIONS -	LIFE INSURANCE	-
0-1100-414-00-130-001-0- 220	ELECTIONS -	FICA	$5,364.97
0-1100-414-00-130-001-0- 230	ELECTIONS -	RETIREMENT	-
0-1100-414-00-130-001-0- 250	ELECTIONS -	UNEMPLOYMENT COMP	$350.65
0-1100-414-00-130-001-0- 260	ELECTIONS -	WORKER'S COMP	-
		2010 Budgetary Impact	$75,845.89

2011 Budgetary Impact: -

Possible Funding Sources: CO. WIDE CONTINGENCY

Budget Office Recommendation:

EXTENSION OF TEMPORARY POSITIONS FROM 08/02/10 TO 12/31/10.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0-

AI - 21995

ELECTIONS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN				73,500.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0010	113	ACCOUNTING CLERK II	8	1	31,815.00	31,815.00	32,000.00	1,920.00	0.00	0.00	0.00	0.00	33,920.00
0011	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,287.00	44,410.00	360.00	0.00	0.00	0.00	0.00	44,770.00
0014	113	VOTER REGISTRATION SPCLST II	6	1	27,276.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0016	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,500.00	0.00	0.00	0.00	0.00	0.00	25,500.00
0017	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0018	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0020	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0021	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0022	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0085	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	41,481.00	41,481.00	1,320.00	0.00	0.00	0.00	0.00	42,801.00
0086	113	ELECTIONS PROJECT COORDINATOR	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0109	113	ACCOUNTANT II	10	2	38,408.00	38,408.00	38,408.00	0.00	0.00	0.00	0.00	0.00	38,408.00
EXTEND THE FOLLOWING POSITIONS:													
T110	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T111	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T112	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T113	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T114	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T115	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0-

AI - 21995

ELECTIONS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T116	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T117	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T118	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T119	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0120	113	ELECTIONS SYSTEM MANAGER	15	1	54,526.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	0.00	54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
					727,937.00	801,437.00	635,589.00	3,600.00	0.00	0.00	0.00	21,995.00	639,189.00

1. Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions not to exceed 12/31/10. All Personnel actions pending CC approval.

AI-22164 **20.A.4.**

Re-activation/Mobilization of Pre-position Debris Removal & Disaster Recovery Consultng Services Contractors

CC REGULAR

Date:	07/27/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Action applicable and necessary to address flooding issues/situations directly attributable to TS/Hurricane Alex:
a. Notice to mobilize/re-activate pre-positioned awarded firm(s) for Emergency Debris Management Services Contracts:

1. Ashbritt -thru- mutual aid agreement/assignment
2. Phillips & Jordan, Inc.-primary -thru HC award-HGAC pool of providers;
3. DRC Emergency Services, LLC-secondary-same as above;
4. Ceres Environmental Services, Inc.-tertiary-same as above;

with direction and determination of slocations/sites/areas and services to be requested as provided under contracts.

b. Notice to mobilize/re-activate pre-positioned contracted firm of Beck Disaster Recovery Services, Inc. for Consulting, Debris Removal Monitoring and Related Disaster Recovery Services with direction and determination of services to be requested as provided under contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$15,765.00 available funds as of 07/23/10. Also, ref AI-22100 CC 07/27/10 for additional funding.

Attachments

Link: LRGVDC MAA

Link: E-MAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/23/2010 11:35 AM	APRV

2	Budget & Management	Erika Zamora	07/23/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 01:06 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:25 PM	APRV

Form Started By: Marty Salazar

Started On: 07/22/2010 03:20 PM

Final Approval Date: 07/23/2010

MASTER AGREEMENT FOR MUTUAL AID
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC").

WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority**. This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. **Scope of Agreement**.

   (a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

   "Disaster Assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

   "Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

   The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3 **Request for Assistance**. The request for assistance will

(a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,

(b) be made by the highest ranking authority of Requesting Party available at the time of need,

(c) be made to the highest ranking authority of the Responding Party available at the time of need, and

(d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command**.

(a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.

(b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall

state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

(c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

(d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

Training Exercises. The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols**. The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs**. A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The LRGVDC

Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. **Participation Notice**. Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

9. **Administrative Services**. The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.

10. **Federal and State Participation**. Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

1. **Inventory and Database**. A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.

12. **Withdrawal**. A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.

13. **Not for Benefit of Third Parties**. This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

14. **Exercise of Police Power**. This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

5 **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

7 **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

18 **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

19 **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a

Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

21 **Expending Funds.** Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

22 **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this

Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

23 **Entirety**. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

24. **Interlocal Cooperation Act**. The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

26. **Validity and Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

27. **Warranty**. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Hidalgo County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

[signature] 10/28/03

Signature Date

RAMON GARCIA

Printed or Typed Name

Hidalgo County Judge

Position

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/03

cynthia.delacruz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 22, 2010 4:15 PM
To: cynthia.delacruz@co.hidalgo.tx.us
Subject: FW: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00

Importance: High

Cindy:
Attach this e-mail also.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 3:54 PM
To: 'eddie.olivarez'; 'rene.ramirez@hidalgocountyjudge.com'; 'ac.cuellar@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; 'Tony Pena'; 'valde.guerra@co.hidalgo.tx.us'; 'eddie.olivarez@hchd.org'
Cc: 'josie.escalante@hchd.org'; 'ac.cuellar@co.hidalgo.tx.us'; 'Rigo Villarreal'; 'Sofia Hernandez'; 'raul.lozano@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'juan.carranza@co.hidalgo.tx.us'; 'Monica Badillo'; 'raul.silguero@co.hidalgo.tx.us'; 'rey.salazar@co.hidalgo.tx.us'; 'Sergio Cruz'; 'belinda.alvarez@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: RE: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00
Importance: High

Eddie and All Members of Commissioners Court:
Given the direction from the Judge, there needs to be some determinations from the Court so as to move forward. For example:
1) Are the areas that may require not only debris removal but **possible** "septic tank" cleaning services for affected communities South of Military Highway?
2) Are these communities or cities?
3) Under the Master Agreement for Mutual Aid of the Lower Rio Grande Development Council, will CC be considering requests for aid (from these communities and/or cities) and accepting fiscal responsibility for costs associated with debris removal, septic tank cleaning and monitoring services through the County's prepositioned contractors (i.e. Ashbritt and BDR)?
4) If the County intends to use "force accounts" to attempt to keep debris removal service costs down, the County will require monitoring services (through BDR) so as to request re-imbursement (if such assistance is approved) through FEMA or State;

All these variables need to be included in any discussions in order for CC to make informed decisions regarding same. If necessary, we will place appropriate items on next week's CC agenda for discussion and action.

We have asked our contracted consultant, BDR, to meet with us on Friday (2:00PM at the Purchasing Dept. Conference Room or any other site) prior to the CC meeting on extending the Disaster Declaration to get information from County Judge, Precinct, Div. ES-EM, Health & Human Services, Budget and Executive Office staff to identify and prioritize the areas affected; to identify and confirm approved debris disposal sites; to discuss possible budgetary impacts; to assess the possibility of state and/or federal assistance (re-imbursement); to develop and contractor and/or force account strategy to accomplish the clean up; etc.

From: eddie.olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Tuesday, July 20, 2010 9:08 PM
To: martha.salazar@co.hidalgo.tx.us; rene.ramirez@hidalgocountyjudge.com; tony.pena@hidalgocountyjudge.com
Cc: josie.escalante@hchd.org
Subject:

Marty,
I just wanted to send you a quick note for you and your team to consider the up and coming issue with debris removal. The flooding will increase the request for assistance from the residents in the flooded areas to remove their household items which have been damaged. The overall goal is to prevent any public health concerns; in addition, like the Judge says "lets stay ahead of this event, and do some forward thinking". Therefore, I would appreciate if you all can take the lead on this potential issue. I also feel that the Precincts may be able to help with this, but I know that some of the household items are not accepted at our dump.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

AI-22172 **20.A.5.**

Action on Option to Purchase Mediplex

CC REGULAR

Date:	07/27/2010
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Pursuant to Article 14 of the current lease agreement between Hidalgo County and Edinburg Real Estate Network, discussion and applicable action in connection with exercising County's Option to Purchase by giving notice to Lessor through a completed and executed Earnest Money Contract (form approved as Exhibit "C" in orginal Lease Agreement-attached hereto) for the price of $2,850,000.00 less any Base Rent paid through closing (as defined in Purchase Contract/Earnest Money Contract).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-419-40-220-044-0-720

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds to cover purchase amount , as of 07/23/10. rc

Attachments

Link: Ernest Money Contract

Link: Lease Contract-Mediplex

Link: E-Mail-Mediplex

Link: Lease Expense Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2010 09:06 AM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 01:08 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:20 PM	APRV

Form Started By: Darlene Betancourt Started On: 07/23/2010 08:29 AM

Final Approval Date: 07/23/2010

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller:	Edinburg Real Estate Network, Inc. Attention: Oscar Cortes, MD 1615 S. Closner, Ste. A Edinburg, Texas 78539
Purchaser:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Two Million Eight Hundred Fifty Thousand and 00/100ths Dollars ($2, 850,000.00) less all rent paid by Purchaser through the date of closing (as defined herein) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $100.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of one hundred dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or

implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or

hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's

expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided and less the amount equal to the Base Rent Adjustment. The Base Rent Adjustment shall be the amount equal to Twenty Five Thousand Nine Hundred Twenty Eight dollars ($25,928.00) per month, as defined in that certain Lease by and between Seller and Purchaser whereby Seller is leasing the Property to Purchaser (the "Lease") multiplied by the number of months from the Commencement Date (as defined in the Lease) to the date of Closing herein. Calculation of the Base Rent for any partial month(s) of the Lease shall be calculated by determining the number of days of any such partial month(s) under the Lease where Purchaser occupied the Property multiplied by the sum of Eight Hundred Sixty Four and 26/100ths dollars ($864.26).

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property. Seller indemnifies and holds harmless Buyer from brokerage fees, if any respecting this transaction.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning

the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 2010.

SELLER:

By:_____

PURCHASER:

COUNTY OF HIDALGO

By:_____
Rene Ramirez, County Judge

_____
Printed Name:_____

ATTEST:

_____
Arturo Guajardo Jr. County Clerk

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this _____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

By: _____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

_____
_____

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

PURCHASER'S ATTORNEY:

EXHIBIT "A"
Legal Description of the Property

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

COMPANY:

Edinburg Real Estate Network Inc.

Printed Name: Oscar Cortez, M.D.

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

SELLER:

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

PURCHASER:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

_____
_____
_____

From: cortes oscar
To: Rocio Villarreal
Subject: Re: Mediplex complex Building
Date: Tuesday, July 13, 2010 3:22:05 PM

Dear Ms, Villarreal
As per our conversation yesterday and this PM, please forward notice to County personnel involved in this matter that I agree to revise the existing clause for a Sixty Day notice in the Purchase Option. As per today's conversation with Ms. Martha Salazar, I have served verbal notice and hopefully will deliver a written one today to the existing tenant in Suite A of Mediplex; this will allow us to accept
the Escrow monies and contract with a closing date shorter than 60 days and in actuality set a closing on the 14th of August as the earliest possible. As per Marty, it could be either the 20th or 27th, depending on the County's internal process; this is an acceptable arrangement for EREN, Inc.
Please let me know if there is anything else I can assist the County in this matter.
Respectfully yours,

Oscar Cortes, MD FAAFP, MBA on behalf of EREN, *Inc.*

--- On **Mon, 7/12/10, Rocio Villarreal** *<rocio.villarreal@co.hidalgo.tx.us>* wrote:

> From: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
> Subject: Mediplex complex Building
> To: drocortes@yahoo.com
> Date: Monday, July 12, 2010, 2:03 PM
>
> Dr. Cortes:
>
> Hidalgo County is in the process to seek for bonds to purchase the Mediplex Building. In accordingly, with the lease agreement, Article 14.1 Option to Purchase, the county has the obligation to give Lessor a 60 Day notice to purchase.
>
> To facilitate and expedite the process to purchase, at this time we are requesting if Edinburg Real Estate Network, will agree to waive the 60 Days Notice? Please advise by no later than today July 12, 2010, 5:00 p.m. If you have any questions please feel to contact me at (956) 292-8153.

Hidalgo County

Expenditure Detail Report By Account

Standard Report Format

Account No/Description				Budget	Encumbrance	Expenditures	Available
0-1100-415-00-115-002-0-441 CO WIDE ADM-LAND & BLDG RENTALS							
			*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/01/10	JE-00000	0672	ORIGINAL BUDGET	92,021.00			
01/31/10	JE-00211	01620	EMERGENCY LINE ITEM TRANSFER 2	-21,221.00			
04/20/10	JE-01294	03267	LINE ITEM TRANSFER CC 4/20/10	70,800.00			
			Total	**141,600.00**			
* Payments							
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	Description	
02/08/10	0100317781	635103	10/07/09-02	01633	375985	EDINBURG REAL ESTATE NETWORK-RENT, MEDIPLEX BLDG JAN-FEB 2010	47,200.00
05/11/10	0100322372	635103	593	03575	375985	EDINBURG REAL ESTATE NETWORK-APRIL 2010 RENT SUITES B-J	23,600.00
06/01/10	0100323374	635103	596	03853	375985	EDINBURG REAL ESTATE NETWORK-MARCH 2010 RENT SUITES B-J	23,600.00
06/01/10	0100323374	635103	596	03853	375985	EDINBURG REAL ESTATE NETWORK-MAY 2010 RENT SUITES B-J	23,600.00
						Total	**118,000.00**
*Encumbrances							
DATE	PO NO.	CHECK NO.	BATCH	VENDOR			
02/01/10	635103		03599	375985	EDINBURG REAL ESTATE NETWORK	141,600.00	
02/01/10	635103		01634	375985	EDINBURG REAL ESTATE NETWORK	70,800.00	
02/08/10	635103		01633	375985	EDINBURG REAL ESTATE NETWORK	-47,200.00	
05/10/10	635103		03599	375985	EDINBURG REAL ESTATE NETWORK	-70,800.00	
05/11/10	635103		03575	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
06/01/10	635103		03853	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
06/01/10	635103		03853	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
					Total	**23,600.00**	
				*** Ending Balance**	**141,600.00**	**23,600.00**	**118,000.00**	**.00**
	1100 GENERAL FUND				141,600.00	23,600.00	118,000.00	.00
	0 YEAR 0				141,600.00	23,600.00	118,000.00	.00

AI-22170 **20.B.1.**

Work Authorization #2-L&G Engineering Consulting Engineers (C-08-417-12-09)

CC REGULAR

Date:	07/27/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval of Work Authorization #2 in the amount of $451,665.50 from L&G Engineering Consulting Engineers, Inc. d/b/a, L&G Engineering for Professional Engineering Management Services to complete the Right-Of-Way Map and Additional Surveying Services in support of TxDOT's Construction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business Highway 83 Project through Contract #C-08-417-12-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-121-053-0-841

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for WA #2 in relation to ROW Mapping and Surveying services for the Pct. 1 FM 493 (US 281-BUS 83) road project is pending interdept transfer from the CO's 2010 A& B issuance (fund 1342) in the amount of $451,665.50.

Refer to AI #22175, CC 7-27-10, consent agenda.

Attachments

Link: Work Authorization #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2010 03:39 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 04:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/23/2010 04:41 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 05:01 PM	APRV

Form Started By: Vangie Garcia Started On: 07/22/2010 05:04 PM

Final Approval Date: 07/23/2010

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Memorandum

To: **MARTHA SALAZAR – COUNTY PURCHASING AGENT**

From: **RAUL LOZANO – CHIEF ADMINISTRATOR PRECINCT I**

Date: **07/15/10**

Re: **WORK AUTHORIZATION...**

Martha,

Please facilitate our request to process work authorization for FM 493 South Road Project.

The funding source will be on our new debt issuance. The account number will be provided for by the Department of Budget & Management.

Also, this work authorization request is to be placed on the agenda for the Commissioners' Court meeting on Tuesday, July 20, 2010.

If you have any further questions, please feel free to contact me at 973-7823.

Best Regards.

L&G Engineering
Transportation Consultants

June 28, 2010

Hon. A.C. Cuellar, Jr
Commissioner, Hidalgo County Pct. No. 1
1902 Joe Stephens
Weslaco, Texas 78596

Attn: Raul Lozano

Re: FM 493 South (Work Authorization No. 2)
Limits: from US 281 (Military Highway) North 6.65 Miles to Business 83)

Dear Commissioner Cuellar:

As discussed and as per Contract No. C-08-417-12-09, previously approved on December 9, 2008, L&G Engineering is completing Work Authorization No. 1 of the above referenced project and limits and is now in the process of initiating Work Authorization No. 2. Your office has informed us to split Work Authorization No. 2 to exclude the Right-of-Way Acquisition.

Based on the Public Meeting and approved TxDOT schematic we are attached a revised Exhibit D - Fee Schedule with the new estimates for the Project. Originally we had estimated $150,000.00 for Surveying and Work Authorization No. 2 clarifies the new estimates for Survey and Right-of-Way Mapping.

Attached for your review and execution in duplicate form are two original, Work Authorizations No. 2 with attachments, for L&G Engineering (L&G) to perform engineering management and surveying services for the FM 493 South project. This Work Authorization is to provide a Right-of-Way Map and Additional Surveying Services in support of TxDOT's Construction of the FM 493 South from US 281 (Military Highway) North 6.65 Miles to Business 83. Please reference the attached Exhibit "D" – Cost Proposal for funding distributions.

Attached you will find the following:

- Two signed original Work Authorizations No. 2 with attachments
  - Exhibit "B" – Services to be Provided by the Engineer
  - Exhibit "C" – Work Schedule
  - Exhibit "D" –Fee Schedule

We look forward to working with you and your staff on this project. Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-417-12-09
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Management Services required to complete the Right-of-Way Map and Additional Surveying Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$451,665.50**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6, 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, **A.C. Cuellar, Jr.** as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

_____
A.C. Cuellar, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
L&G ENGINEERING

_____
Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
Rene Ramirez, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

EXHIBIT "A" - Service to be provided by the Owner - OMITTED
EXHIBIT "B" - Services to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean J.E. Saenz & Associates, Inc.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0863-01-047, etc.

Project/Description: Design Surveys, Right-of-Way Mapping for FM 493 South

Length: 6.5 Miles

Highway: FM 493

Limits: US 281 (Military Highway) North 6.65 Miles to Business 83)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: Engineer	County	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.
YES		1. Ownership Data in a .dgn file a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass. b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided. c. For each drainage outfall property preliminary ROW identification will be shown. d. For each irrigation structure pipe. e. Mailing list of owners on both side of the expressway for the project limits.
YES		2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
YES		3. Utility Adjustments a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.
YES		4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units) b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways. c. Computation Sheets for Survey Closure and Area for Each Parcel. d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
YES		5. Survey and Stake Right-of-Way
YES		6. Records as Required by the County and TxDOT a. Records used to establish ownership

Services Provided By: Engineer	County
YES	7. General Guidelines for Preparation of Right-of-Way Maps

a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.

b. The **engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.

c. Preliminary and completed work shall be submitted as requested by the district.

d. The **engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.

e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.

(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.

f. Project base line is to be drawn and stationed on the ROW map.

g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.

h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.

i. Zip-a-tone or similar products shall not be used on map sheets.

j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.

k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.

l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.

m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

n. TxDOT Plan Checklist will be adhered to.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

ADDITIONAL SURVEYS TO SUPPLEMENT WORK AUTHORIZATION NO. 1

Services Provided By: Engineer	County	
		1. Field Surveying
NO	YES	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points
NO	YES	b. Secondary Project Control (Surveyor shall H&V Control Points and create Survey Data Sheets for inclusion in the Project Plans). • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Recover and/or re-establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals and along each outfall identified on Exhibit A & B. The BM's shall be #5 I.R. 2-ft in depth set in concrete. A H&V Book will be provided by the Engineer to the Surveyor and the surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D).

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

Services Provided By: Engineer	County	
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on Exhibit A and B **Driveways and Turnouts** (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking -
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities
NO	NO	(17) Measurement of hydraulic opening under existing bridges
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
YES	N/A	(23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ADDITIONAL RESPONSIBILITIES

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E ROW Mapping & Management	Mission Office

The work effort will be managed out of the Mission (City)

office located at 900 South Stewart Rd. (Address),

Mission (City), Texas (State).

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

June 28, 2010

Mr. Robert Macheska, P.E.
L & G Engineering
2100 W. Expressway 83
Mercedes, Tx 78570
Via E-Mail: rmacheska@lgengineers.com

Re: FM 493 Design Survey
From: BUS 83 South to US 281 (Military Highway)

Dear Mr. Macheska:

We are pleased to submit this proposal for the above referenced project. The services to be provided along with associated costs are as follows:

1.) ADDITIONAL DESIGN SURVEY FOR FM 493 $58,420.00

(This work will be in addition to survey work approved on Work Authorization #1) In reference to the irrigation lines and structures J. E. Saenz & Associates, Inc. (JES) will not be able to provide locations of any irrigation lines by probing except at standpipes that have Irrigation District mapping provided. Any requested line locations that are not at standpipes will need to be exposed/pothole by a SUE provider. After a count of irrigation line locations needed, JES will submit a per pothole cost to provide these locations.

2.) R.O.W. MAPPING AND PARCELS $367,500.00

Our site visits and preliminary research on FM 493 has led us to the understanding that there are approximately 105 parcels for right-of-way acquisition. Based on this information our basic fee for right-of-way mapping and re-staking proposed right-of-way is $367,500.00 (Estimated at $3,500 per parcel). We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for L&G Engineering. We will be conducting services for the parcel as follows:

- Property Owner Investigation
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners
- Re-staking Proposed Right-of-Way

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

Our total estimated fee for the above mentioned professional survey services are **$425,920.00.** The work schedule, Attachment "C", is based on right of entry to be provided by L&G in a timely manner.

Should you have any questions, or need additional information, please contact our office.

Sincerely,

Jose E. Saenz, P.E.
President

Cc: File
JES/fq

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Exhibit D - Cost Proposal
& Estimated Local & State Participation for FM 493 South
Limits: From Business 83 to US 281 (Military)

	Pct. #1-L&G WA #1 Executed (12/9/08)				Funds Required by 11/15/10			WA #2 Pending			WA #3 Pending	WA #4 Pending	
	Schematics (Submitted to TxDOT)	PS&E Development (In Process)	Env. Doc. (Submitted to ENV)	Des. Surveys (Pending Surveyor)	* ROW Land Cost	* Compensable Utilities	* Relocations	ROW Map	Additional Design Surveys Requested	ROW Mapping Management	ROW Acquisition Services	Construction & Inspection	ESTIMATED TOTA PARTICIPATION
CITY	$0.00	$0.00	$0.00	$0.00	$3,560.00 (2)	$10,211.00 (5)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,771.00
COUNTY	$254,000.00	$650,000.00 (1)	$90,000.00	$150,000.00	$18,847.50 (3)	$0.00	$0.00	$367,500.00 (7)	$58,420.00 (9)	$25,745.50	$1,352,054.50 (8)	$60,000.00	$3,026,567.50
TXDOT	$0.00	$0.00	$0.00	$0.00	$1,590,092.50 (4)	$1,010,914.00 (6)	$25,000.00	$0.00	$0.00	$0.00	$0.00	$6,300,000.00	$8,926,006.50
TOTALS	$254,000.00	$650,000.00	$90,000.00	$150,000.00	$1,612,500.00	$1,021,125.00	$25,000.00	$367,500.00	$58,420.00	$25,745.50	$1,352,054.50	$6,360,000.00	**$11,966,345.00**
					TOTAL FUNDS REQUIRED:		**$2,658,625.00**						

[redacted]	Work Authorization No. 1	$1,144,000.00	ISSUED
[redacted]	Work Authorization No. 2	$451,665.50	PENDING
[redacted]	Work Authorization No. 3	$1,352,054.50	PENDING
[redacted]	Work Authorization No. 4	$60,000.00	PENDING

(1) Cost includes: Utility Coordination, Outfall Identification, Prelim. ROW Ownership & PS&E Design

(2) City Participation: 11 Parcels (8.9 acres) @ $40,000/acre = $356,000 @ 1% = $3,560 **(Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)**

(3) County Participation: 94 Parcels - Undeveloped = 17.8 acres @ $40,000/acre = $712,000 @ 1.5% Participation = $10,680; Developed = 5 acres = 217,800 sf @ $2.50/sf = $544,500 @ 1.5% = $8,167.50 (Total=$712,000 + $544,500 = $1,256,500)
Total County Participation = $10,680 + $8,167.50 = $18,847.50 **(Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)**

(4) State Participation: City - $356,000 @ 99% Participation = $352,440; County (Undeveloped) - $712,000 @ 98.5% = $701,320; County (Developed) - $544,500 @ 98.5% = $536,332.50
Total State Participation = $352,440 + $701,320 + $536,332.50 = $1,590,092.50

(5) City Participation: San. Sewer - 13,615 l.f. @ $75/l.f. = $1,021,125 @ 1% Participation = $10,211.00 **(Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)**

(6) State Participation: San. Sewer - $1,021,125 @ 99% = $1,010,914.00

(7) County Participation: 105 parcels @ $3,500/parcel = $367,500.00 **(Pending approval of schematic by TxDOT/FHWA; was submitted to TxDOT 4/5/10, est. approval date 10/5/10)**

(8) County Participation: 105 parcels @ $12,500/parcel **(Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)**

(9) After Completion of Schematic with Public Involvement the proposed survey work by J.E. Saenz & Associates requesting additional $58,420.00

* **Pending Execution of ROW Agreement Between TxDOT & County/City**

Revised 6/28/201(

EXHIBIT "D"

Work Authorization No. 2
FM 493 Right of Way Mapping and Surveys
L & G ENGINEERING

3.1

Task	Project Manager	Engineer	Admin/ Clerical	Total Hours	Direct Labor	Total Cost
	$50.00	$44.00	$17.50			
PROJECT MANAGEMENT						
Project Management of Contract/Progress Reports	20	40	16	76	$3,040.00	$9,424.00
Provide a review of submittals and coordinate revisions	20	40	6	66	$2,865.00	$8,881.50
Processing of Invoices	20	0	80	100	$2,400.00	$7,440.00
Total for L&G Engineering	60	80	102	242	$8,305.00	$25,745.50
SERVICES PROVIDED BY SUB-CONSULTANT						
See Att. D-1 from J.E. Saenz and Associates Additional Design Field Surveys						$58,420.00
See Att. D-1 from J.E. Saenz and Associates Field Surveys ROW Mapping and Parcels						$367,500.00
Total for J.E. Saenz & Associates						$425,920.00
			TOTAL LABOR			$451,665.50

TOTAL	**$451,665.50**

PROJECT: FM 493 South
CLIENT: Hidalgo County Precinct No. 1

EXHIBIT C
WORK SCHEDULE

6/28/2010

TASK AND DESCRIPTION	2010 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2011 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2012 JAN	FEB	MAR	APR	MA
ROW Mapping																													
Design Surveys																													
Final ROW Map, Parcel Sketches and Field Notes																													
ROW Acquisition (Anticipated FONSI Nov. 2010)																													
Project Administration																													
Coordination with County and TxDOT																													
Preliminary Administrative & Acquisition Process																													
Title Commitments																													
Appraisal Reports																													
Appraisal Review Reports																													
Appraisal Update Reports																													
Approved Values by TxDOT																													
Acquisition Negotiation Offers																													
Title Curative Process																													
Title Commitment Updates																													
Payments for Parcels																													
L&G Condemnation Support Process																													
Eminent Domain Proceedings by County																													
Title Insurance Policies - Negotiations/ED																													
Consummation of Outstanding Cases																													
PS&E																													
Complete Intersection Layouts																													
Roadway Design, x-sections, earthwork, etc.																													
Design Hydraulic Structures, Outfalls, etc.																													
Design Storm Drain System																													
Signing and Pav't Markings																													
Traffic Control Plan																													
Utility Coordination																													
Specifications, General Notes, Estimates																													
TxDOT Review																													
REVISIONS BY L&G AS RECEIVED FROM TXDOT																													
TxDOT PROCESS FOR LETTING AT AUSTIN																													
Estimated Construction Letting																													
Contractor																													
Construction Inspection assisting TxDOT																													
																									ESTIMATED 9 MONTHS CONSTRUCTI				

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

AI-22085 **20.C.1.**

Approval of Contract -Alamo Road Crossing Drainage Improvements
CC REGULAR

Date:	07/27/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval of final construction contract (awarded by CC on 06-22-10) for C-10-178-06-22 "Alamo Road Crossing Drainage Improvements" between Hidalgo County and Leal Construction, Inc. in the amount of $154,917.41.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: Raul E. Sesin, PE, Hidalgo County Planning Department

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct Current Balance: $463,341.74

Attachments

Link: Contract Pct2 -Leal Constr Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2010 11:33 AM	APRV
2	Budget & Management	Erika Zamora	07/22/2010 02:52 PM	APRV
3	Roland Garcia	Rolando Garcia	07/23/2010 01:22 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:44 PM	APRV
Form Started By: Moises Salazar			Started On: 07/20/2010 11:05 AM	
Final Approval Date: 07/23/2010				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-10-178-06-22

This Agreement, entered into this 22nd day of June, 2010 by and between **Hidalgo County** (hereinafter called the "OWNER," and, **Leal Construction, Inc.** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 2 "Alamo Road Crossing Drainage Improvements"

Hereinafter called the project, for the sum of **One Hundred Fifty Four Thousand Nine Hundred Seventeen Dollars and Forty One Cents ($154,917.41)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON; June 22, , 2010.

CONTRACTOR: _____
Print Name & Title: Pete Leal President
Name of Firm: Leal Construction Inc.
Address: POB 157 Olmito TX 78520
Fed I.D. #/SS #: 74-2720 776

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of July, 2010, by President. Cesario P. Leal (Title) Of and on behalf of Leal Construction (A corporation)

IRMA CELIA CASTILLO
Notary Public, State of Texas
My Commission Expires
11-10-2012

Irma Celia Castillo
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Rene A. Ramirez, County Judge

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: Monday, July 19, 2010	
Department: Hidalgo County Precinct No.2	
Name of Approving Elected Official/Department Head/Supervisor: Hector "Tito" Palacios / Humberto Garza	
Point of Contact: Yoli Cisneros	Contact Phone Number: 956-787-1891 Ext. 2002 Contact Fax Number: 956-787-4683
Contact E-Mail yoli.cisneros@co.hidalgo.tx.us	
Budget Account Number: CO's Funding #0-1339-431-00-122-039-0-733	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Requesting approval of Construction Contract to Leal Construction, Inc., in the amount of $154,917.41 for the "Alamo Road Crossing Drainage Improvements Project".

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

AI-22136 **20.D.1.**

Correction to AI#22030-Consent Agenda of 7-20-10

CC REGULAR

Date:	07/27/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** IT Department

Information

CAPTION

Correction to CC-Consent AI#22030 approved 7-20-10 and/or approval of new request to reflect: Authorization of wireless device service for the HEALTH DEPARTMENT through the County's membership/participation with HGAC contract CW0502 with awarded vendor SPRINT thus eliminating the work "delete" from caption for: 5-MIFI 2200-Health & Human Services Dept.-Office Use-Employee No./NA-Cell Phone #s-210-883-6831;210-883-4017;210-883-4768;210-883-4997;210-883-4607

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-042-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO#643305 as of 7-23-10 $2,434.50 for Sprint.

Object Code Amount
532 $ 1,934.55
619 $ 499.95

Attachments

Link: Data Cards

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/22/2010 12:24 PM	APRV
2	Budget & Management	Erika Zamora	07/22/2010 03:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2010 09:30 AM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:33 PM	APRV

Form Started By: Marty Salazar Started On: 07/21/2010 05:05 PM

Final Approval Date: 07/23/2010

AI-22030 **9.A.**

DELETE SERVICE

CC CONSENT

Date: 07/20/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Health Department:

1. Authorization to delete wireless device service for the HEALTH DEPARTMENT through the County's membership/participation with CONTRACT: HGAC CW0502 with awarded vendor SPRINT for the following:

Quantity:	Description:	Department:	Employee Name:	Employee Number:	Cell Phone Numbers:
5	MIFI 2200	Health & Human Service	Office Use	N/A	210-883-6831, 210-883-4017, 210-883-4768, 210-883-4997 & 210-883-4607

2. Approval of the attached Wireless Device Request Form under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact. Wireless device service is being deleted.

Attachments

Link: Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2010 08:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2010 07:59 AM	APRV
3	Auditor's Office		07/16/2010 05:03 PM	NEW

Form Started By: Griselda Salazar Started On: 07/14/2010 03:52 PM
Final Approval Date: 07/16/2010

AI-19022 **16.A.**

Cell Phone Request

CC REGULAR

Date: 12/22/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Health & Human Services:
1. Authorization to purchase (requisition # 165463) throught the County's membership/participation with CONTRACT: C-09-231-09-22 with awarded vendor H.E.B. WIRELESS for the following services:

Quantity:	Description:	One Time Equipment Cost:	Monthly Service Cost:	Notes:
5	Novatel Sprint MIFI 2200	$99.99 X 5 = $499.95	5 @ $42.99 = 214.95 X 9 months = $1,934.55	Data Cards will be for various employee use

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-042-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for requisition# 165463 as of 12-16-09 $2,434.50 for H.E.B. Wireless.

Object Code Amount
532 $ 1,934.55
619 $ 499.95

Attachments

Link: Quote
Link: Cell Phone Request Forms
Link: requisition # 165463

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 03:30 PM	APRV

2	Manuel Chapa	Manuel Chapa	12/16/2009 02:44 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Griselda Salazar Started On: 12/15/2009 10:07 AM

Final Approval Date: 12/18/2009

Purchase Order

COUNTY OF HIDALGO

PO#: 634027

DATE: 01/14/10

VENDOR: 374172 REQ:00168214

Email:

Phone:(210)938-8082

HEB WIRELESS, INC.
646 S. MAIN AVE.
SAN ANTONIO TX 78204

Vendor Acct:

BUYER: RFLORES
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #: C-09-231-09-22 / HEALTH DEPT.		
5	EACH	DATA CARDS NOVATEL MIFI 2200 EQUIPMENT	99.99	499.95
9	MONTH	SERVICE FOR DATA CARDS MONTHLY DATA SERVICE FOR MIFI 2200 @ 42.99 EACH DATA CARD X 5 = $214.95 X 9 MONTHS =1,934.55	214.95	1,934.55
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,434.50
		********** For Hidalgo County use only **********		
		0-1293-441-00-340-042-0-532 1,934.55		
		0-1293-441-00-340-042-0-619 499.95		
		Approved		

Authorized by: Martha L. Salazar

PURCHASE ORDER CANCELLATION REQUEST

JUN 23 2010
By Lisa 4:00pm

O: ~~COUNTY AUDITOR~~ Purchasing Dept.

ROM: ~~PURCHASING DEPARTMENT~~ Health Dept

ATE: 6/23/10

LEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE RDER(S) BE LIQUIDATED AS IT (THEY) IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS PREVIOUS INVOICE(S) SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
634027	HEB Wireless Inc.	2434.50	-0-	-0-	2434.50

REASON (BRIEFLY EXPLAIN): As per Griselda I T close P.O. for HEB Wireless and open P.O. for Sprint

AUTHORIZATION: Dan Belt — DEPARTMENT HEAD — 6/23/10 DATE

APPROVED BY: Martha Cavazos — PURCHASING DEPARTMENT — 06/24/10 DATE

APPROVED BY: _____ — HIDALGO COUNTY AUDITOR — _____ DATE

REF: _____

COPY

COUNTY AUDITOR'S FORM: SFA-CA-022
REVISED: 12/89

Purchase Order
COUNTY OF HIDALGO

PO#: 643305

DATE: 07/21/10

VENDOR: 210501 REQ:00177954

Email:

Phone: (888) 788-4727

SPRINT

P O BOX 660092

DALLAS TX 75266-0092

Vendor Acct:

BUYER: JESCALANTE

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:

SITE: HEALTH DEPARTMENT

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # HGAC CW05-02		
5	EACH	DATA CARDS NOVATEL MIFI 2200 EQUIPMENT	99.99	499.95
9	EACH	SERVICE FOR DATA CARDS MONTHLY DATA SERVICES FOR MIFI 2200 $42.99 EACH CARD X 5= $214.95 X 9 MONTHS	214.95	1,934.55
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,434.50
		********** For Hidalgo County use only		
		0-1293-441-00-340-042-0-532	1,934.55	
		0-1293-441-00-340-042-0-619	499.95	
		Approved		

Authorized by: Martha L. Salazar

AI-22150 **20.E.1.**

ACS Government Systems, Inc. (C-08-302-01-06)

CC REGULAR

Date:	07/27/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Clerk

Information

CAPTION

Acceptance and approval of proposed fees submitted by current awarded vendor "ACS Government Systems, Inc." for the redesigning/upgrading of the "Juror Summons" forms and licenses, the programming changes for the facilitation and the printing of the requested forms in an amount not to exceed $8,040.00 as requested by the District Clerk's Office as related to the "Juror-InfoScan Module" purchase previously approved by CC on 10/20/2009 as it all interweaves through Contract #C-08-302-01-06 (Purchase Of New Jury Software).

Reprogramming changes to export new data to the ACS Juror System	$1,200.00
ACS programming changes	$1,475.00
Upgrading of Current Licenses	$ 750.00
Redesign Of Juror Summons Form	$ 675.00
Printing three colored (two sides) of 50,000 Newly Redesigned Juror Summons Forms	$3,940.00
GRAND TOTAL	$8,040.00

BACKGROUND

For the Professional Services ACS will be required to reprogram the redesigning/upgrading changes to facilitate the data collection of the OMR/Imaging data and export the date to the ACS Juror System being that it relates to the redesigned Juror Summons Form. The upgrading of the licenses will enable the court to view the imaged document inside the juror application. This will enhance the use of the InfoScan System by making the viewing of the imaged documents much easier for the end user. The revamp of the Juror Summons Forms will transform to OMR compatible to the Juror InfoScan and the printing of such forms by ACS is required by the warranty provisions. Forms can be printed by another vendor however if forms are not accurately created, the scanning process will be impacted, and the warranty provisions will be null and void. The requested changes entwines with the purchase of the ACS Juror-InfoScan Module as previously approved by CC on 10/20/09 and procured.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-090-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 336-Computer Services-Available balance as of 7-23-10 $3,143.55
Obj. 550-Printing & Binding-Available balance as of 7-23-10 $135.98

Additional funding in the total amount of $8,040.00 is pending line item transfer, refer to AI #22135 under consent agenda.

Attachments

Link: Contract Documentation

Link: Original Juror Summons Form

Link: Redesigned Juror Summons Form

Link: Proposed Fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2010 03:38 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 03:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/23/2010 04:34 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 05:01 PM	APRV

Form Started By: Vangie Garcia Started On: 07/22/2010 12:56 PM

Final Approval Date: 07/23/2010

c. Authority for the Purchasing Department to negotiate a professional Title Services Contract with the No.1 ranked firm of Valley Land & Title **for the provision of Title Company Related Services for Precinct No 4 Projects.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote to approve with the #1 ranked firm.

F. HIDTA

1. AI-18066 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Title Company Related Services;

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve the exemption.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Title Companies in connection with professional Title Company Related Services required for Hidalgo County (HIDTA) Task Force;

1st. Valley Land Title @ 90 **;2nd.** Edwards Abstract @ 50 **;3rd.** Sierra Title @ 40 **;**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve the rankings.

c. Authority for the Purchasing Department to negotiate a professional Title Company Related Services Contract with the No.1 ranked firm of Valley Land Title **for the provision of Title Company Related Services for Hidalgo County (HIDTA) Task Force.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve with the #1 ranked firm.

G. District Clerk

1. AI-18051 Acceptance and approval of proposal submitted by current awarded vendor "ACS Government Systems, Inc. (C-08-302-01-06) for an "ACS Juror-InfoScan Module" and as part of the original response submitted by vendor as an optional feature if required in connection with the "Purchase Of New Jury Software" Project in an amount not to exceed as follows:

ACS InfoScan Imaging Solution (1st) year cost: $32,762.00

ACS InfoScan Documents-$6,060.00

Total Cost: $38,822.00

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote to approve.

AI-18051 **21.G.1.**

ACS GOVERNMENT SYSTEMS INC. (C-08-302-01-06)

CC REGULAR

Date: 10/20/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** District Clerk

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Information

CAPTION

Acceptance and approval of proposal submitted by current awarded vendor "ACS Government Systems, Inc. (C-08-302-01-06) for an "ACS Juror-InfoScan Module" and as part of the original response submitted by vendor as an optional feature if required in connection with the "Purchase Of New Jury Software" Project in an amount not to exceed as follows:

ACS InfoScan Imaging Solution (1st) year cost: $32,762.00
ACS InfoScan Documents-$6,060.00
Total Cost: $38,822.00

BACKGROUND

Travel costs not included and will be billed as incurred (vendor is required to follow Hidalgo County's Travel Policies) as stipulated in the request for their "Best And Final Offer" of Exhibit B-Bid Page of the contract.

The ACS Juror InfoScan Module's cost was not included with original proposal but was included as an optional feature in case it was determined throughout their service that this would indeed be a necessity.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-336

FUNDS AVAILABLE Y/N?: N/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

At this time, the department will be purchasing only the 1st proposal - ACS InfoScan Imaging Solution, in the amount of $32,762.00 due to unsufficent funds. The 2nd proposal in the amount of $6,060.00, for the purchase of ACS InforScan Documents will be procured in 2010.

Amount available for req #164404, $27,544.77 for ACS as of 10/16/09. Additional funding pending intradepartmental transfer, refer to AI-18086.

Attachments

Link: Contract Documentation

Link: Original Optional Feature
Link: Proposal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 11:03 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:20 AM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 04:23 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia Started On: 10/15/2009 11:40 AM
Final Approval Date: 10/16/2009

- **Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts**

Response:
ACS Juror Core system provides this functionality

- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Response:
ACS Juror Core system provides this functionality

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Response:
ACS Juror Core system provides this functionality, as well, the ACS Juror Core system supports ad-hoc reporting tools such as Crystal Reports.

Automated payroll capabilities:

- **Payroll may be run at any time**

Response:
ACS Juror Core system provides this functionality

- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**

Response:
ACS Juror Core system provides this functionality

- **Provides various hard copy reports**

Response:
ACS Juror Core system provides this functionality

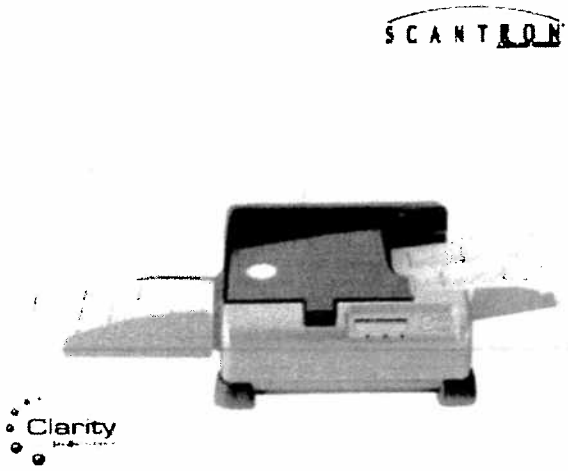
Optional features using advanced technologies:

- **Imaging Solution**

Response:
ACS Infoscan provides this functionality, for more detail, please see the System Description Section.

ACS InfoScan (Pricing available upon request)

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS InfoScan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.



Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury summons and juror information card, marking answers with a No. 2 pencil or an ink pen and filling in circles on the questionnaire section that can be scanned to process responses automatically.

ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects.

Additionally, the images of the juror information cards are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror InfoScan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

© 2008 ACS

ACS Juror - InfoScan Module

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS Infoscan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.

Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury questionnaires that are then scanned to process responses automatically, harvest applicable data, and store an image of the document.

ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects. Additional forms such as doctor's letters, employment letters, etc., can also be imaged and stored to the juror's records.

Additionally, the images of the documents are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror Infoscan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

SOFTWARE
Cognition software provides the capability to capture OMR data as well as image documents for verification, storage and retrieval. Please note that pricing is included for a Workstation solution.

HARDWARE
This proposal includes pricing for the iNSIGHT 20 dual sided Imaging/OMR Scanner. The iNSIGHT scanner is a desktop scanner that has the capability to collect data written in pen or ink. Along with the OMR data capture function this scanner offers the capability to image clip handwritten data such as "remarks" and save them as jpegs or a .tiff file then they can be appended to a report.

PRICING
This proposal includes pricing for a combined software and hardware solution for the Hidalgo County, TX to process Jury Summonses as well as related services. This proposal is based upon Hidalgo County Court's objectives to automate their data collection using an OMR and Imaging data collection process.

ACS InfoScan Solution Detailed Pricing

ACS InfoScan	Proposed Price
ACS InfoScan Imaging Solution	
Professional Services: Scripting Image Processing, Mapping, Report Layout, Upload Processing	$8,200
Professional Services: Training	$6,000
ScanTron Cognition Professional Imaging Software (1 unit)	$10,372
ScanTron iNSIGHT 20 high-speed scanner (2 units)	$4,990
Product Support & Enhancement Program (First-Year Fees)	$3,200
Total 1st Year Costs – ACS InfoScan	**$32,762**

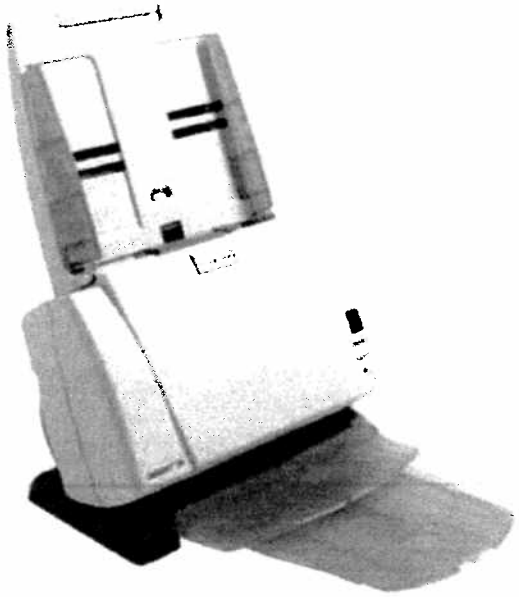
ACS InfoScan	Proposed Price
ACS InfoScan Documents	
Form Design	$1,500
Form Cost (Jury Summons/Questionnaire) 40,000 forms	$4,560
Freight	included
Total Costs – ACS InfoScan Forms	**$6,060**

1. Travel costs not included and will be billed as incurred

iNSIGHT™20
Document Scanner

System Solutions

SCANTRON



The Next Step In The Evolution

The iNSIGHT™ 20 from Scantron® is a compact, affordable desktop model scanner that combines document imaging technology along with the proven data collection capabilities and accuracy of optical mark recognition (OMR). The iNSIGHT 20 is an industry exclusive scanner. Scantron applied over fifty years of engineering, forms design, applications development and customer support experience to ensure our customers' success. Whenever you need a reasonably priced and compact scanner that has the accuracy of OMR and the productivity and flexibility of Document Imagining, the iNSIGHT 20 is the right solution for you.

Meeting Your Document Imaging and OMR Needs

Due to its unique blend of capabilities, the iNSIGHT 20 is well priced and perfectly positioned to address applications such as testing, surveys attendance, grading, student portfolios, personnel records, archival, and general back file conversions. Depending on your requirements and budget, Scantron can meet the needs of your application. For higher-volume processing needs, Scantron also offers the iNSIGHT 30, which also combines full document imaging with the accuracy of OMR.

Data Collection

Data Collection is the process of reading marks from a printed form (e.g. tests, surveys, ballots, etc.) and converting it to ASCII data. The iNSIGHT 20 accurately scans the form for data while our ScanTools Plus™ software controls the scanning process and stores the data that is read. The scanner and software work together reading up to 1,800 sheets per hour.

The iNSIGHT 20 scanner can read written marks (such as bubbles, check marks, tick marks) and bar codes. The scanner, working with ScanTools Plus software, can also scan grayscale images for digital storage. In addition, the iNSIGHT 20 can read machine print and handprint using RealTime Character Recognition software (available separately).

Outstanding Accuracy

Data Collection Features

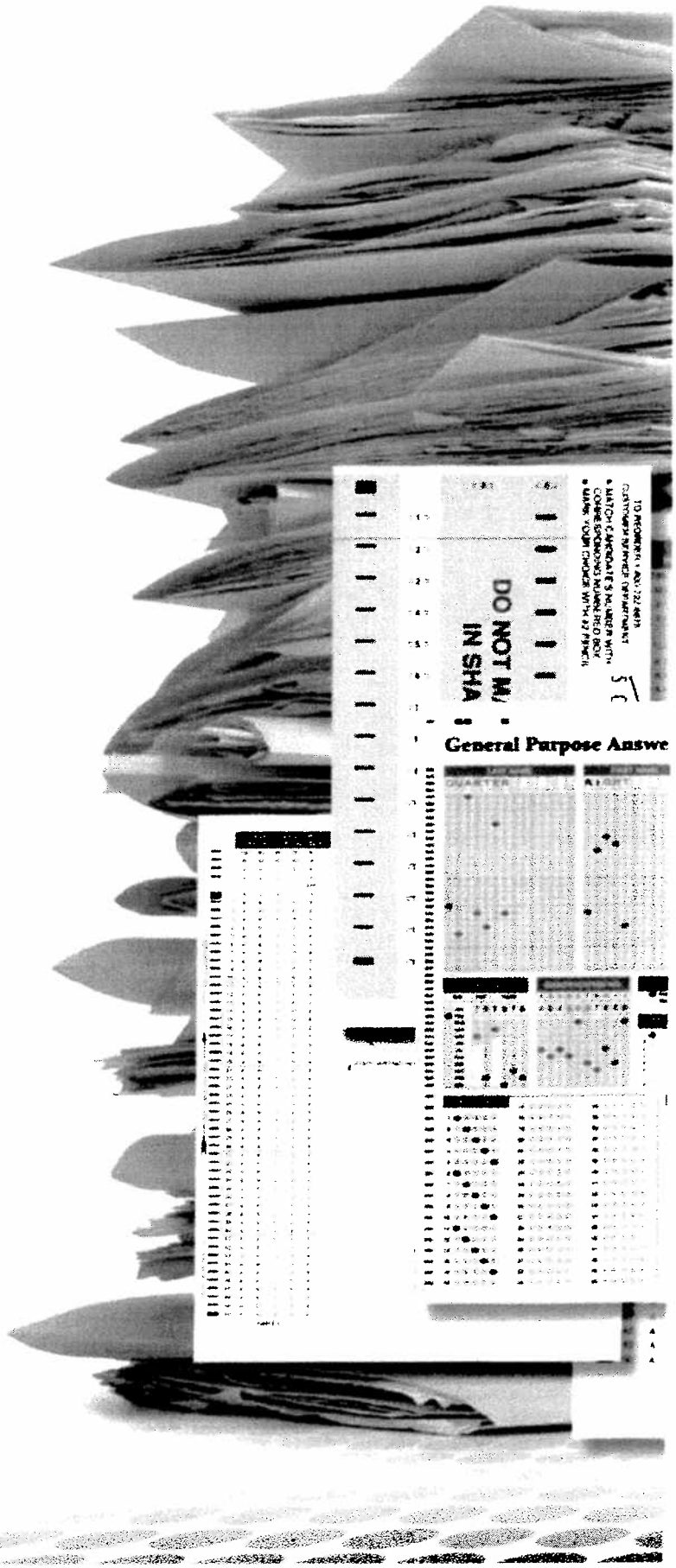
- Includes ScanTools Plus data collection software
- Provides 8-bit, 256 grayscale levels and 200 dpi images
- Ink and pencil mark detection
- Allows you to capture, name and archive image clips (TIFF, JPEG)
- Software recognized bar code
- Processes machine and hand print data with the optional RealTime Character Recognition utilizing NestorReader software
- Maintains software compatibility with existing ScanTools applications

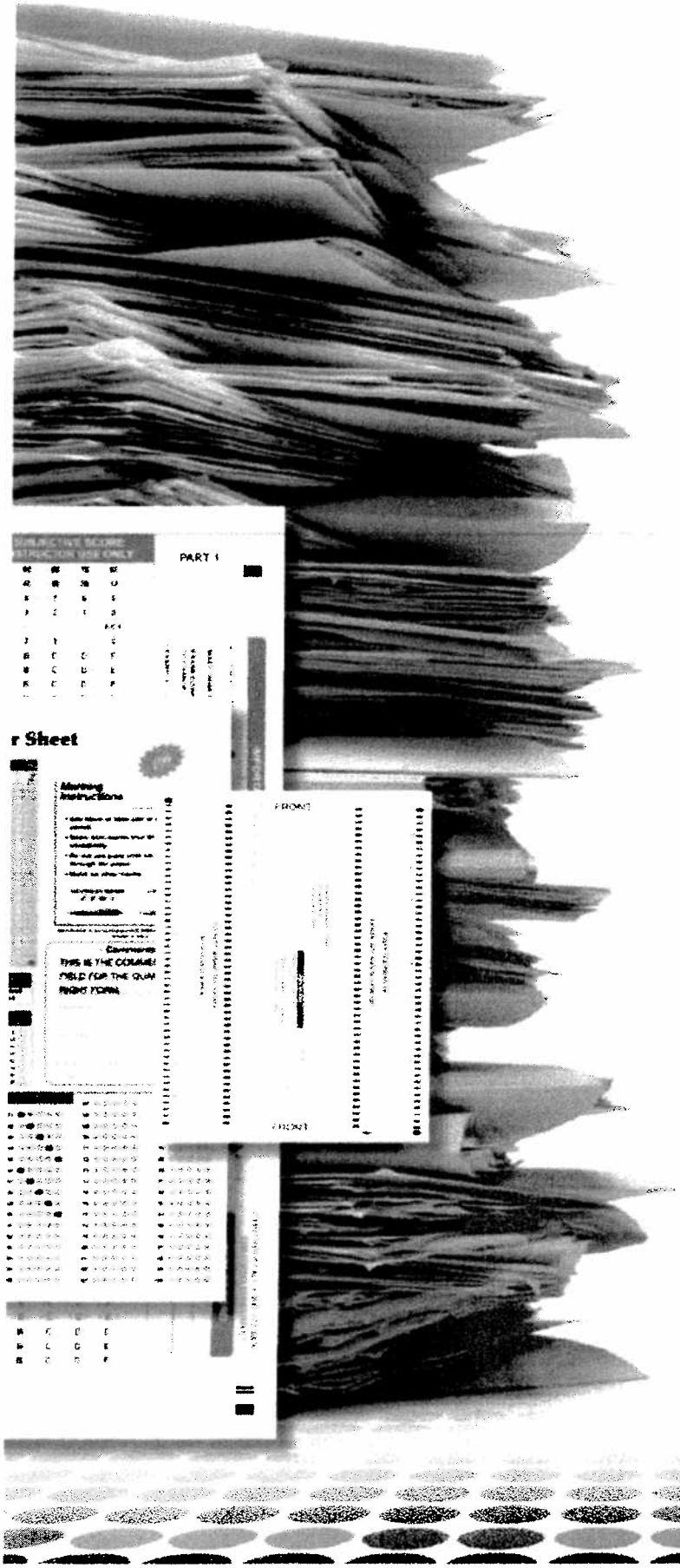
Document Imaging

Document imaging is the process of scanning paper documents, converting them to digital images. We know that the documents you work with aren't always the perfect size, shape or quality for scanning; that is what makes the iNSIGHT 20 perfect for your scanning needs.

This scanner can effortlessly handle sheets of multiple sizes and thickness in a single batch; from small card stock to long print-outs. After scanning, with one-click you can select the format of the scanned image, the resolution, the file type, and the destination of the resulting file using the Click&Scan software.

In document imaging mode, the iNSIGHT 20 scanner with Click&Scan software, can scan up to 1,800 two-sided black&white, grayscale and color images at 200 dots-per-inch (dpi) per hour.





Exceptional Productivity

Document Imaging Features

- Includes Click&Scan software which offers one-click functionality to send documents to file, email, printers, fax printers and desktop applications
- Utilizes TWAIN Driver (included)
- Output resolutions from 75 to 1200 dpi
- Interactive brightness, contrast, and color adjustment
- Optical resolution at 600 dpi
- Scans at speeds up to 30 page per minute/60 images per minute
- Simultaneous black & white, color or grayscale image output
- Save files in TIFF, JPEG, RTF and PDF formats
- Supported by Scantron's extensive services organization to ensure maximum uptime and customer satisfaction

Customer Application Sidebars

Testing and Training

- Tests and learning assessment
- Instructor, performance, and course evaluations
- Enrollment and tracking
- Employee in-services
- Student profiles, documentation, and forms

Research and Evaluation

- Survey and questionnaire data collection
- Product research
- Program evaluations
- Competitive data collection
- Enrollment and applications

Human Resources

- Payroll/time sheets
- Benefit enrollments
- Applicant tracking
- Employee change of status
- Employee surveys
- 360-Degree surveys

Healthcare

- Patient encounter forms
- Patient satisfaction surveys
- Medical histories and patient forms
- Patient, needs and risk assessments
- Nurse staffing reports
- Continuing education evaluations

General Specifications

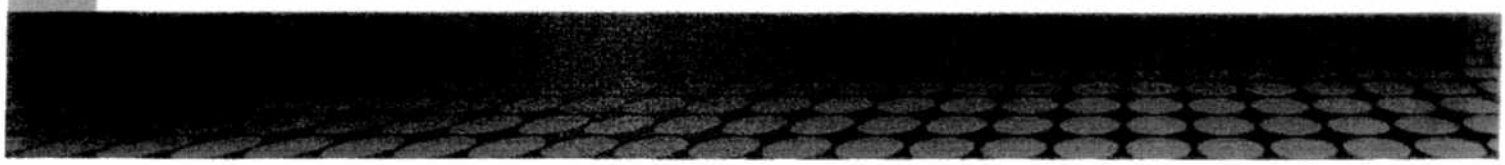
Scanning Technology	Dual CCD/Grayscale output bit depth is 256 levels (8-bit), Color capture bit depth is 48 bits (16 x 3), Color output bit depth is 24 bits (8 x 3).
Optical Resolution	600 dpi
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 2.0
Bundled Software	TWAIN Drivers; Click & Scan; ScanTools Plus
Electrical Requirements	100-240 V (International); 50/60 Hz; Universal power supply included
Power Consumption	Sleep Mode < 6 watts, Running: < 35 watts
Environmental Factors	Energy Star qualified scanner; Operating temperature: 15-35° C (59-95° F); Operating humidity: 15-76 percent relative humidity
Acoustical Noise (operator position sound pressure level)	Standby mode: <32 dB(A); Operating mode: <65 dB(A)
Physical Description	30"x 13" x 10.75" operational, 6.5"x 13"X, 9.5" storage foot print, Weight: 16.5 lbs
Recommended PC Configuration	For documents up to 356 mm (14 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 512 MB RAM For documents up to 660 mm (26 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 1 GB RAM For longer documents/higher resolutions: Pentium 4, 3.2 GHz processor, 3 GB RAM
Supported Operating Systems	Windows XP SP2; Windows Vista (32-bit)

Data Collection Specification

Throughput	Up to 1800 Sheets per hour
Read Heads	200 dpi resolution, up to 256 levels of grayscale per pixel; pencil and ink read capabilities
Forms	2.5" x 5.5" to 8.5" x 14" (60-100 lb. Offset), Uses both Mark Reflex and Trans-Optic forms; Pencil and ink forms may be used
Feeder Capacity	40 sheets, 90 g/m2 (24 lb bond, 60 lb Offset)
Spacing's supported	.166, .166 48 cell, .200 inline, .200 offset, .200 line read, and .300 line read
Barcode	Standard - Software read through ScanTools
Bundled Software	ScanTools Plus

Document Imaging Specifications

Throughput (200 dpi, landscape, letter size, black and white/grayscale/color)	Up to 30 page per minute/ 60 images per minute
Image output	Black and white, grayscale (8 bit), color (24 bit)
Output resolution	75, 100, 150, 200, 240, 300, 400, 600 and 1200 dpi
Maximum document size	216 mm x 863 mm (8.5 in. x 34 in.)
Minimum document size	64 mm x 89 mm (2.5 in. x 3.5 in.)
Paper Thickness and Weight	34-413 g/m2 9-110 lb.) paper
Feeder Capacity	Up to 70sheets of 60 g/m² (16 lb.) paper
Bundled Software	TWAIN driver, Click & Scan
File Format Outputs	Single and multi-page TIFF, JPEG, RTF, PDF



Please visit us at www.scantron.com for a complete overview of iNSIGHT system requirements or call us at 1-800-SCANTRON for more information.

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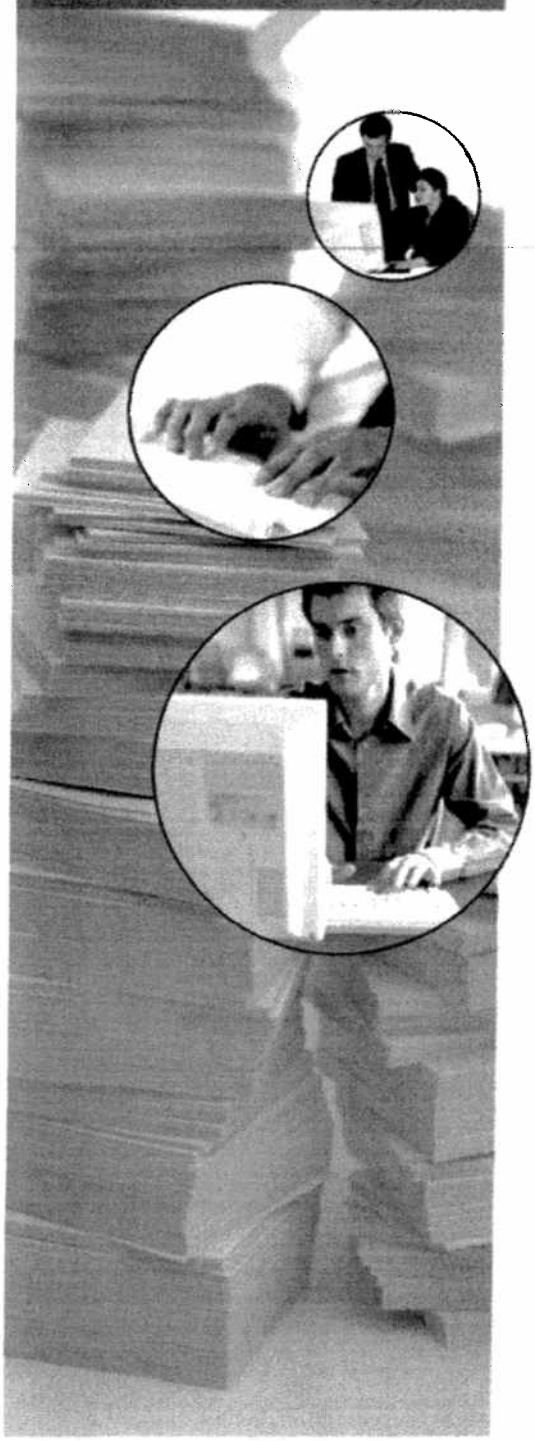
WE SELL ENERGY STAR

SCANTRON

Cognition®

Standard and Professional Editions

Forms Processing Solution



Cognition | SCANTRON

Quickly and accurately transform paper documents into valuable intelligence.

In today's fast-paced business environment, the need has never been greater for organizations to efficiently manage the thousands of forms, faxes and paper images they must handle every day. That's why so many have turned to Scantron's Cognition software. This forms processing solution automates the slow, labor-intensive data entry process. The result is efficient and accurate automated forms processing, data collection and input environments that scale to fit the needs of any size company. Cognition works by collecting paper forms and documents and digitizing them, then delivering them to the right databases and other business applications as needed.

Fast

Cognition takes just a few seconds per form, depending on form complexity and hardware specifications. (That's more than 20 times faster than a professional typist.)

Precise

Cognition recognizes handprint (ICR), machine print (OCR), bar code, checkboxes and checkmarks (OMR) with unerring precision.

Accurate

Cognition provides correct and valid data and image capture using configurable recognition options that allow crosschecks, validation rules, and business logic. You can also add application-specific capabilities or create custom validation rules and logic to fit any project requirement.

Efficient

Cognition's high processing speed, quality of recognition, automatic control of output results and competitive pricing makes it not only the best value, but the most efficient automatic data capture system available.

Cognition Standard and Professional Editions for standalone workstations.

The Cognition Standard and Professional Editions are designed for standalone workstation forms processing. Both can be quickly and easily installed and configured with minimal IT resources. Within a matter of hours, you can be up and running, regardless of whether you process a few dozen forms each day or thousands each week.

The Standard edition is the right choice for organizations that are processing traditional bar code, checkbox and checkmark (OMR) forms and need to retain post recognition images.

The Professional edition provides a complete solution for organizations that process a variety of OMR forms, as well as machine print (OCR), and handprint (ICR) from department forms and surveys.

Scan

- TWAIN scanner support
- ADF support and manual input feeding
- Page orientation detection
- Import of graphic formats (TIFF, JPG, PCX, DCX, PNG & BMP)
- Image pre-processing, deskewing and "noise" cleaning
- Compensation of linear distortions using "cornerstones" (for faxed forms etc.)

Recognize

- Build-in template designer
- Template auto-identification
- Various reference elements: black squares, text, lines, images
- OCR/ICR "Fountain" Image Transformation Technology (Professional edition only)
- Hand-print, machine print and mixed text (Professional edition only)
- Mark sense (OMR): check boxes, radio groups, any type of mark
- Bar code recognition: EAN13, EAN8, Check Code 3, Check Interleaved 25, Code 39, Code 128
- 18 languages for hand-print recognition: English, German, French, Italian, Russian, Polish, Ukrainian, Bulgarian, Czech, Slovak, Lithuanian, Spanish, Dutch, Finnish, Romanian, Turkish, Croatian and Hungarian (Professional edition only)
- Bordered text: framed, text over comb, underlined (Professional edition only)
- Multi-line text (Professional edition only)
- Field position detection
- Supports several styles of hand-writing: European, American, Russian, Japanese, and Thai (Professional edition only)
- Scan & Read / Open & Read modes
- Background recognition
- Interpretation of checkboxes marked by mistake ("shaded areas")

Verify

- Standard validation and automation rules
- Spell check
- Contextual checking
- Pre-defined data types: names, addresses, etc. (Professional edition only)
- User-defined data types (Professional edition only)
- Checks against databases (Professional edition only)
- Context and group verification and in-form data validation

Export

- Database (ODBC)
- File (XML, TXT, CSV, DBF, XLS)
- Standard picture export
- Automation export

Standard and Professional Edition Minimum Requirements

- PC with Pentium 350 MHz for Windows XP, Pentium 200 MHz for Windows 2000/ME/98
- Microsoft Windows XP/2000/ME, Windows 98 (Y2K Update 2)
- 128 MB of RAM for Windows XP, 64 MB RAM for Windows 2000; 32 MB RAM for Windows ME/98
- 120 MB of free hard disk space for minimal installation
- Microsoft Internet Explorer 5.0 or later
- Mouse or other pointing device
- TWAIN-compatible scanner
- CD-ROM drive
- SVGA monitor (600x800 or higher resolution)
- USB port for hardware protection key

Please visit us at www.scantron.com for a complete overview of Cognition's system requirements or call us at (800) 722-6876 for more information.

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SCANTRON

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 6, 2009** by and between **ACS Government Systems, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County District Clerk's Office **"[Purchase of New Jury Software]"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of New Jury Software (the "Jury Software")** in the areas of **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Jury Software, the terms of Agreement shall control.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Jury Software by separate

document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Jury Software license agreements.

6. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement 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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** 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 performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
ACS Government Systems, Inc.
Attn: Paul J. Ruddy, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in

the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an

officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 1-6, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date:

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date:

Company: ACS Government Systems Inc.

By:

Printed Name: Paul J. Ruddy

Title: VP of operations

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:

Stephen L. Crain

Date: 2-2-09

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

REQUEST FOR PROPOSAL

"PURCHASE OF NEW JURY SOFTWARE"

RFP NO: 2008-302-11-19-otm

HIDALGO COUNTY DISTRICT CLERK'S OFFICE
REQUEST FOR PROPOSAL
"PURCHASE OF NEW JURY SOFTWARE"
RFP NO: 2008-302-11-19-otm

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a New Jury Software. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Purchase of New Jury Software"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 19, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-302-11-19-OTM

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, November 12, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 14, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** (Maintenance & Support Agreement) in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

JURY SOFTWARE SPECIFICATIONS FEATURES AND FUNCTIONALITY- the following provides hardware and configuration recommendations for the New Proposed System.

Adaptable to Court's Environment. The system allows the local administrator(s) to define and maintain:

- **Users' access rights**
- **All local court information**
- **Summons and Service schedules**
- **Service end and schedule change parameter including desired juror notices**
- **Payroll policy parameters, fee codes and processing preferences**

Process juror source lists:

- **Eliminate duplicates among multiple source lists**
- **Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria**
- **Random selection at all stages of processing**

Produce summons:

- **Users define jury reporting parameters and summons criteria**
- **Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court**
- **Summons processing can be done in-house or through an outside vendor**

Manage group of jurors:

- **Jurors can be moved in (locally defined) groups to new dates and/or new locations**
- **Jurors can be service ended in define groups**

Process 1-step and 2-step questionnaires :

- **Scanning capability allows rapid processing of juror information**
- **Data capture and demographic reporting is defined and developed per local requirements from questionnaires**

Maintain juror information:

- **Juror activity details and history records display**
- **Manually adding jurors possible**
- **Efficient search capability**
- **Rapid updating and easy transactions for information processing**

- **Barcode scanning capabilities throughout juror information processing**
- **System tracks and reports juror service and yield statistics**

Record juror service and compute pay:

- **Multiple methods of recording attendance**
- **Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies**
- **Supplemental pay capability for child-care or other miscellaneous fees**
- **Ability to produce service certificates or employer verifications**

Record basic case information and form jury panels:

- **Allows input of Case Identifier and basic information**
- **Randomly selects jurors onto the cases and automatically produces reports by local preferences**
- **Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts**
- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Automated payroll capabilities:

- **Payroll may be run at any time**
- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**
- **Provides various hard copy reports**

Optional features using advanced technologies:

- **Imaging Solution**
- **Web Solution**
- **Voice Solution**
- **Checks**
- **JuryPop**
- **Access**
- **ARM**

Other Technical Requirements:

- **Must be compatible with county network to run New Proposed Jury System and obtain production worthy responsiveness**

- **Provisions must be made for daily backup of the New Proposed Jury System Data and Software**
- **Remote access to the New Proposed Jury System is required for support purposes in all environments**

- **Technical staff must be made available for project coordination, installation and access development on a 24/7 basis, 24 hours a day, seven days a week**
- **Provides all network and hardware updates and software enhancements, including new releases and upgrades at no additional cost**
- **Documentation updates to support enhancements**
- **Correction of software malfunctions**
- **Performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes**
- **Performs data services to include data conversions to the satisfaction of the county**
- **Must provide secure web option to allow jurors to access view and fill out electronic summons using the internet**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 19, 2008.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)

7 Fee Schedule

FROM RFP SECTION II, RFP REQUIREMENTS:
PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

Response:

ACS Juror Management System

ACS Juror Core System	Price
ACS Juror Management System	
License Fee[1] (unlimited users)	$37,000
Implementation Services – Core System	
Professional Services[2] Installation[3] ACS Juror Management Application Training (Maximum 15 Participants)[4] Post-Implementation Supervision Project Management[5] Conversion[6] Forms and Letters – Assist with Custom Design[7]	$17,500
Product Support & Enhancement Program	
Annual Cost[8]	$7,400
TOTAL	$61,900

Notes and Assumptions:

1 The price reflects the license fee for the ACS Juror software. The object code and one set of documentation are provided upon licensing the software at no additional cost.

2 The price reflects professional services for the proposed software. Please note that pricing is based on ACS' standard centralized server approach and assumes that all courts will be installed at the same time. All ACS travel costs will be billed as incurred.

3 Database Installation will be on one database, on one server, at one site.

© 2008 ACS

Notes and Assumptions (continued):

4 Training is based on a class not to exceed 15 students per class, with the costs for one (1) session included in this proposal. If additional classes are required, the training costs will be adjusted accordingly. ACS can provide additional training sessions at our then-current rate.

5 ACS will provide up to 40 hours of project management time during the ACS Juror implementation, according to the finalized project plan. Additional services may be contracted through the Issue/Change Control Process (used by ACS) at ACS' then-current rate.

6 ACS will provide merge/purge services from the legacy system capturing the previous date of summons only.

7 ACS will tailor the letters that will be issued through the ACS Juror system based on Hidalgo County requirements.

8 ACS Product Support & Enhancement Program Agreements are required for a minimum of three years for the ACS Juror Management System, beginning upon contract execution. To further enhance our commitment to our clients, 24-hour-a-day support from the ACS Hotline is available. The price reflects the annual ACS Product Support & Enhancement Program costs. These prices will increase five (5) percent per year. ACS Product Support & Enhancement Program costs are billed annually at the beginning of the contract year and are not included in the license fees.

ACS eJuror System

ACS eJuror System	Price
ACS eJuror Web Solution	
ACS eJuror License Fee	$19,500
Implementation Services – Core System	
Professional Services (up to 80 hours) Customization (design and tailor user interface look and feel)	$6,500
Product Support & Enhancement Program	
Annual Cost	$3,900
TOTAL	$29,900

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Charles P. Byers, Director-Juror Solutions
ACS Government Systems, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 10, 2008

Re: Best and Final Offer –RFP NO: 2008-302-11-19-OTM
Hidalgo County District Clerk's Office-"Purchase of New Jury Software"

Pursuant to "Friday's Conference Call Meeting-December 10, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County District Clerk, Ms. Laura Hinojosa discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract shall be for one year, with the County's option for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services (Maintenance and Support Agreement) in Exhibit "A".
b) ACS will update the Acord (Certificate of Insurance) and email to evangelina.garcia@co.hidalgo.tx.us . Insurance provided in proposal has expired since 12/01/08.
c) Hidalgo County is proposing that all travel related would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioners' Court permits. (Please refer to attachment).

Your original proposal is at $61,900 (ACS Juror Core System) & $29,900 (ACS eJuror System): Totaling: $91,800 plus 5% per year maintenance cost and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, December 15, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Best and Final Offer $ See attachment

Signed: [signature] Parrott **Title:** Vice President, Justice Practice

Printed Name: Spencer Parrott

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

expertise in action™

December 15, 2008

Ms. Olga T. Montero
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg.
Edinburg, Texas 78539

RE: RFP #2008-302-11-19-OTM for Purchase of New Jury Software, Best and Final Offer

Dear Ms. Montero:

ACS is pleased to be considered for formal recommendation regarding this solicitation and is eager to begin formal contract negotiations. ACS is in receipt of the memorandum dated December 10, 2008.

a) ACS is agreeable to a one-year contract, with an option to renew for one additional year based upon prior year's performance, evaluation, and contingent upon cost remaining unchanged. ACS is also agreeable to an option to allow the county the right to continue the one-year contract an additional 60 days at the end of the contract term for unforeseen delays in awarding the next term. ACS is unclear what additional requirements are suggested for inclusion in the contract, however, we are confident that, through good faith negotiations, we will be able to address all underlying concerns, while satisfying the needs of the county.
b) ACS will provide an updated Acord certificate of insurance prior to contract execution.
c) ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

There may be some confusion in regards to ACS' proposed pricing. For the avoidance of doubt, the following example is provided (all costs in this example are exclusive of travel):

Proposed year one costs = $91,800, which includes the license fees for the ACS Juror Management System ($37,000), the license fees for the ACS eJuror module ($19,500), the services proposed to tailor and implement the systems ($17,500 plus $6500, respectively), and the first-year maintenance costs ($7400 plus $3900, respectively).

Proposed year two costs = $11,865, which includes the second-year maintenance costs ($7770, which is a 5% escalation of $7400, plus $4095, which is a 5% escalation of $3900).

Total proposed two-year costs, assuming contract option to renew is exercised = $103,665.

In response to your request for our Best and Final Offer, ACS agrees to refrain from escalating maintenance costs in year-two, allowing them to remain at year-one levels ($7400 plus $3900) bringing year two costs to $11,300, and bringing total two-year costs, assuming contract option to renew is exercised to $103,100. ACS further agrees to negotiate payment milestones in a way that allows year-one costs to span 2008 and 2009.

SOFTWARE LICENSE AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County, Texas

("Licensee")

THIS AGREEMENT is made between ACS and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Licensee has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Licensed Software" means the Component Systems listed in Exhibit 1.

"Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by ACS, and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, ACS grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee's own, non-commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another ACS-supported configuration, for disaster recovery of Licensee's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict "need to know" basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS' prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered

Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

4. Available Services. ACS will provide Licensee with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Licensee will pay ACS as provided for in Exhibit 1. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with services under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Licensee that, for period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Licensee) other than ACS modifies the Baseline Component System; or (ii) Licensee does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. ACS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. ACS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify ACS of any such claim; (ii) Licensee must in writing grant ACS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice ACS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with ACS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by ACS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by ACS with items provided by Licensee or others. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGE-MENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile

confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to ACS' General Counsel at 1733 Harrodsburg Road, Lexington, KY 40504, FAX number (859) 277-1500, or to such other place as ACS may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: ACS' assignment of this Agreement or of any ACS rights under this Agreement to ACS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ACS' assignment of this Agreement to any person or entity to which ACS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO ACS (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY ACS) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: 3-19-2009

ACS

By: _____

Paul J. Ruddy

(Printed Name and Title of Signatory)

LICENSEE

By: _____

Juan D. Salinas, County Judge

(Printed Name and Title of Signatory)

A C S®

EXHIBIT 1

Licensee: County of Hidalgo
Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which ACS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that ACS can confirm that it is a configuration on which ACS supports use of the Licensed Software. ACS will then advise Licensee whether ACS supports or does not support use of the Licensed Software on the proposed configuration. If ACS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until ACS does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain ACS-supported versions of certain database software products and certain software/hardware peripherals. By this notice, ACS is advising Licensee that Licensee should consult with its ACS Sales representative to obtain a written listing of such necessary database software products and software/hardware peripherals.

LICENSED SOFTWARE:

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Fee
ACS Juror Management Component Systems:		
ACS Juror	No	$37,000
ACS eJuror	No	$19,500
TOTAL LICENSE FEE:		**$56,500**

PAYMENT

For each Component System, Licensee will pay ACS the entire applicable license fee by not later than thirty (30) days after the Effective Date. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS

By: Paul J Ruddy

Paul J. Ruddy
(Printed Name of Signatory)

Title: VP of Operations

LICENSEE

By: [signature]

Juan D. Salinas III
(Printed Name of Signatory)

Title: County Judge

EXHIBIT 2

Licensee: County of Hidalgo, Texas

SCOPE OF SERVICES

ACS will provide the fixed services as described in this Scope of Service, for the Fixed Price Services Fee of $24,000 ("Fixed Fee"), The Fixed Fee is based on ACS' standard centralized server approach (installed on one database on one server). If a distributed database approach is desired, services costs will also need to be increased accordingly.

SCHEDULING AND CONDITIONS

Licensee understands that specific resources will be assigned to any agreed upon services dates. If Licensee cancels or reschedules the services covered by this Agreement on less than thirty (30) days advance notice from the first scheduled day of ACS's provision of such services, then Licensee will be obligated to pay ACS the full amount of the cancelled services and related travel and living expenses (the "Cancellation Charge"). The Cancellation Charge will be in effect for all services and all travel, living, and reimbursable expenses.

Any changes in this Scope of Services which result in an increase of ACS' obligations under this agreement, will result in an upward adjustment of the Total Services Fee.

SERVICE DESCRIPTIONS	SERVICES FEE
ACS Juror Baseline System Services	
Installation (16 hours)	Included
Application Training (30 hours)	Included
Post Implementation Supervision (24 hours)	Included
Project Management (40 hours)	Included
Data Requirements	
Initial Data Creation (40 hours)	Included
Custom Design/Modifications	
Forms and Letters (24hours)	Included
eJuror Services	
Design and Programming (40 hours)	Included
TOTAL FIXED FEE	**$24,000**

(CONTINUED ON FOLLOWING PAGE)

SERVICES DESCRIPTIONS:

1. ACS Juror Component System Installation
Installation will be performed by ACS at one initial Licensee site as follows:

Certain parameters are not under direct Licensee control and must be set or modified by trained ACS staff. Licensee, with guidance from ACS, will choose how these parameters are to be set prior to installation.

a. Install and configure for use the ACS Juror Management System MS SQL SERVER Version application on each Licensee-designated PC Licensee workstation in production and test environments;

b Install and configure for use the ACS Juror Management System data tables on the Licensee-designated data server;

c Install newly created source data on Licensee designated data server in the production and test environments;

d Install test data on Licensee-designated data server in the test environment; and

e Conduct, in cooperation with a designated member of Licensee's IT staff, ACS's standard tests of basic functions of the Baseline ACS Juror Management Component System.

2. Data Requirements

A. Initial Data Creation.
ACS will perform the following activities.

1. Provide an initial source data creation by merging Motor Vehicle and Voter Registration data supplied by Licensee.

2. Merge any applicable suppression files supplied by Licensee, including but not limited to files relating to:

a. Existing legacy system records with a date served within Licensee's exemption period;
b. Felons;
c. Mentally incompetent;
d. Permanently disqualified,based upon a unique identifier, to protect that those records marked as previously served will not be selected again within the County exemption period, and that those records marked permanently disqualified will not be selected at all.

3. Purging of any resultant duplicates identified during the merge processes.

The initial creation process is included in the Fixed Fee. Subsequent creations must be contracted for separately.

3. Letter/Form Development
ACS will provide up to 24 hours to assist the Licensee with revising and reformatting the ACS Juror Management System standard summons, questionnaires, letters and certificates to Licensee specifications. It is the responsibility of Licensee to finalize the documents (summons and letters) needed for Licensee's ACS Juror Management System implementation.

4. Application Training
   ACS will provide on-site application training for the Licensee-designated project personnel on the ACS Juror Management Component Systems. Class size is a maximum of fifteen (15) participants. Training will be conducted in accordance with the Project Plan.

5. Post Implementation Supervision Services
   ACS will provide on-site support by one staff member for the three (3) consecutive days that Licensee jurors attend jury service. The schedule of dates and court locations will be mutually agreed upon by both parties.

6. Project Management
   ACS will provide up to 40 hours of project management services, according to the finalized Project Plan. Additional services may be contracted for at ACS's then-current rate.

7. eJuror Services
   ACS will provide up to 80 hours for design and programming of up to 12 html pages.

SERVICES - SUPPLEMENTAL SERVICES:

Service Description	Estimated Rates*
Database repair and management	$125/hour
Application customization and programming	$125/hour
Training	$125/hour
Post-Implementation Supervision	$125/hour
Technical application support provided by programming staff	$125/hour
Source list creation (1st year included in services pricing)	$2500/per merge
System upgrade	Included

PAYMENT: Licensee will pay the Services Fixed Fee as follows: Fifty percent (50%) by not later than thirty days after the Effective Date; and the remaining fifty percent (50%) by not later than 30 days after ACS has rendered all Fixed Fee services. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS

By: Paul J. Ruddy

Paul J. Ruddy
(Printed Name of Signatory)

Title: VP of operations

LICENSEE

By:

Juan D. Salinas III
(Printed Name of Signatory)

Title: County Judge

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY) 12/18/2008

PRODUCER
LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1025979
Affiliated Computer Services, Inc.
ACS Government Systems, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B A A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	$1M per person; $10M per occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER

3961326

Hidalgo County Purchasing Department
Attn: Martha L. Salazar - Purchasing Department
2812 South Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

6. **Presentation for discussion, consideration and acceptance and approval of the final negotiated contract with Mary Ann Peralez d/b/a Breath Test Services for RFP NO: 2008-447-11-26-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Services.**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. **County Judge's Office**

1. **Pursuant to Section V of the RFP packet, recommendation by grading committee to require presentations by the two (2) participants so as to complete the grading process and thus proceed to the ranking by Commissioners Court for RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. **Pct. 2**

1. **Requesting approval of final negotiated contract B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (V A Architecture) in connection with the design and construction of New Offices for Hidalgo County Pct. 2 including ancillary support facilities (as approved for negotiation on CC 12/16/08 and reviewed as to form by legal counsel).**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to legal.

D. **Health & Human Services Dept**

1. **Approval of Request for Payment No. 2 in the amount of $5,000.00, and Payment No. 3 (Reimbursable) in the amount of $1,182.35 from V-A Architecture, contracted architect for "Health Clinic Renovations" for Health and Human Services Dept. C-08-221-05-06.**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

E. **District Clerk**

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:**

   ACS Juror Core System-$61 900
   ACS eJuror System-$29,900.O0
   Total Amount: $91,800.00

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

AI-13135 **15.E.1.**

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services

CC REGULAR

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Laura Hinojosa
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** District Clerk

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Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:

ACS Juror Core System-$61,900
ACS eJuror System-$29,900.00
Total Amount: $91,800.00

BACKGROUND

Proposed year two total if renewed will be at $103,665.00. Contract and software license reviewed as to form by legal counsel, changes were made accordingly.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Amount available for req #145692 $50,000.00 for ACS as of 12-30-08

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding for the balance will be addressed the 1st qtr. of 2009 as per Mr. Silguero.

Attachments

Link: C-08-302-01-06 CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:41 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:07 AM	APRV

5	Dina Trevino	Dina Trevino	12/31/2008 02:26 PM	APRV

Form Started By: Vangie Garcia Started On: 12/30/2008 02:25 PM

Final Approval Date: 12/31/2008

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PRODUCT SUPPORT & ENHANCEMENT PROGRAM

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County

("Licensee")

THIS AGREEMENT is made between ACS and Licensee on the Commencement Date of 3-19-09.

ACS and Licensee have entered into a Software License and Services Agreement with an Effective Date of 3-19-09 (the "License Agreement") for the Licensed Software. Licensee desires that ACS provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, ACS will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. ACS' obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than ACS is limited to providing Licensee with the Improvements that the applicable third party owner provides to ACS for that Baseline Component System. In this regard, to the extent that an agreement authorizing ACS to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then ACS' obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay ACS for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide ACS with such facilities, equipment and support as are reasonably necessary for ACS to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Licensee will pay ACS: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by ACS, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage provided for in Exhibit 1 the fee that Licensee was obligated to pay to ACS for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component System.

(b) Additional Costs. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with Improvements under this Agreement. ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

(d) Late Charges. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **ACS MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ACS EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN ACS, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO ACS FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

10. NOTWITHSTANDING anything to the contrary herein, if there is any conflict between any term or provision in this Product Support & Enhancement Program Agreement with any term or provision in the Contract by and between Hidalgo County and ACS Government Systems, Inc. For Purchase of New Jury Software dated effective January 6, 2009, (the "Contract") or with any terms or provisions contained in the Request for Proposal issued by Hidalgo County, Texas being RFP No. 2008-302-11-19-OTM Purchase of New Jury Software (the "RFP"), the terms and provisions of the Contract and the RFP shall control over any conflicting terms contained in this Product Support & Enhancement Program

Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

ACS

By: _____

Paul J. Ruddy
(Printed Name of Signatory)

Title: VP of Operations

LICENSEE

By: _____

Juan D. Salinas, III County Judge
(Printed Name of Signatory)

Title: County Judge

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EXHIBIT 1

Licensee: Hidalgo County

PARTIAL YEAR PAYMENT/DUE DATE: N/A
(Indicate "N/A if not applicable)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: March 19, 2009

ANNUAL ESCALATION NOT TO EXCEED: 5% OF PRIOR FULL-YEAR ANNUAL PAYMENT.

Baseline Component System	Contract Year Begins	Expiration Date	First Annual Payment Amount
ACS Juror Management Component Systems:			
ACS Juror	March 19, 2009	March 18, 2011	$7400
ACS eJuror	March 19, 2009	March 18, 2011	$3900
TOTAL:			**$11,300**

ACS

By: _____
Paul T. Ruddy
(Printed Name and Title of Signatory)

LICENSEE

By: _____
Juan D. Salinas, III County Judge
(Printed Name and Title of Signatory)

Laura Hinojosa
District Clerk
Jury Administration Office
Courthouse
100 N. Closner
Edinburg, Texas 78539
ejuror@co.hidalgo.tx.us

JURY SUMMONS

JUROR BADGE
HIDALGO COUNTY, TEXAS

NAME:

NUMBER:

BAR CODE:

GREETINGS: You are hereby summoned to appear at the Courthouse Auditorium, 100 N. Closner, 1st Floor, Edinburg, Texas, to serve as a Petit Juror in the District and County Courts of Hidalgo County. For further information call the District Clerk's Office at (956) 318-2200 ext 6277 between the hours of 7:30 a.m. to 5:30 p.m. TUESDAY to FRIDAY.

PLEASE USE DESIGNATED PARKING EASTSIDE OF COURTHOUSE
For helpful information on jury process, visit website at americanjuror.org

YOUR APPEARANCE DATE IS:

MONTH	DAY	YEAR	TIME

BRING THIS TOP SUMMONS WITH YOU ON YOUR APPEARANCE DATE.

WARNING

You must under penalty of law, answer this summons in person at the respective time and date. **THE LAW PROVIDES A FINE OF $100 TO $500 FOR BEING LATE OR FAILING TO APPEAR.** No person except a **District Judge** may excuse a juror from serving.

Any person who files a false claim exemption may be punished by a fine of not less than $100 nor more than $500.

TO CLAIM A LEGAL EXEMPTION BY MAIL SEE BACK OF THIS FORM.

^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^

THE FOLLOWING "JUROR QUESTIONNAIRE" IS MANDATED BY GOVERNMENT CODE, SECTION 62.0132.
Your answers are CONFIDENTIAL and may be disclosed only to the judge, court personnel, the litigant, and the litigant's attorney.

MARKING INSTRUCTIONS

- Use a blue or black pen
- Fill out on hard surface
- Make heavy marks that fill the oval completely
- Erase any changes completely
- Make no stray marks

Example:
Correct Mark
EXAMPLE

NAME:

NUMBER:

BAR CODE:

JUROR QUESTIONNAIRE

COMPLETE THE JUROR QUESTIONNAIRE IMMEDIATELY AND RETURN IN THE ENCLOSED ENVELOPE.

JUROR NAME (Last / First / Middle)

MAILING ADDRESS (if different from home)

CITY **STATE** **ZIP** –

DATE OF BIRTH – – **AGE**

HOW LONG HAVE YOU LIVED IN HIDALGO COUNTY? Years – Months

Are you a U.S. Citizen?
- Yes
- No

Marital Status:
- Married
- Single
- Divorced
- Widowed

Religion:
- Catholic
- Baptist
- Jewish
- Lutheran
- Methodist
- Presbyterian
- Muslim
- Other

Sex:
- Male
- Female

Race: (required by State Law)
- Asian/Pacific Islander
- Black/African American
- Mexican American
- Hispanic
- White/Caucasian
- Other

Highest Level of Education Completed?
- Did not receive H. S. Diploma or GED
- H. S. Diploma
- GED
- 2 year College
- 4 year College/University
- Post-graduate

HOME PHONE NUMBER – –

ALTERNATE PHONE NUMBER – –

Your Occupation

Your Employer | **How Long?**

Spouse's Name | **No. of Children** | **Ranges of Age** From ____ years to ____ years

Spouse's Occupation | **Spouse's Employer** | **How Long?**

Have you ever served on a:

Civil Jury?
- Yes
- No

Criminal Jury?
- Yes
- No

SECTION 61.003 (A) AND (B) GOVERNMENT CODE gives you the right to donate your jury compensation to **either** of the following non-profit organizations selected by the Hidalgo County Commissioner's Court. Your payment is calculated at the rate of $16.00 for the first day and $40.00 each day thereafter.

* Please see www.co.hidalgo.tx.us/districtclerk or back page for additional non-profit organization information.

- * I want to donate all or part of my jury compensation to the non-profit organization indicated: (Indicate the amount in whole dollars or write in ALL)
- NO DONATION
- * Hidalgo County Child Welfare Board $
- * Rainbow Room $
- * Hidalgo County Victims of Domestic Violence $
- * Victims of Crime Fund (Austin) $

I certify that all answers are true and correct.

JUROR SIGNATURE _____ **DATE** _____

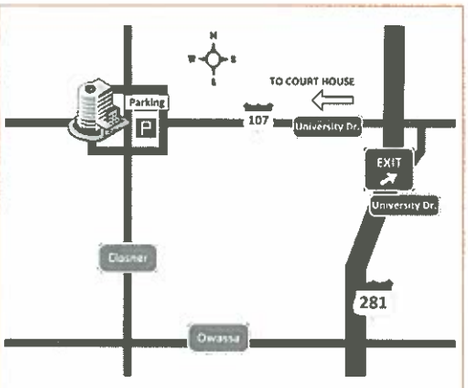
Please see exemptions and disqualifications on the back of this form

F284244

IMPORTANT INFORMATION

☞ LOCATION:

Courthouse
100 N. Closner
Edinburg, Texas 78539



☞ DIRECTIONS:

Business 281 to 100 N. Closner
www.mapquest.com

ATTIRE
Jurors should dress in business casual. (No tank tops, shorts, hats, or caps.)

SECURITY
You will be required to go through a metal detector when entering the courthouse. All briefcases, purses and packages will be X-rayed by security. Cellular phones and pagers must be turned off while in the courtroom.

DISABILITIES
Access to jury service is available to all persons as required by the ADA Act of 1990. If you are a person with a disability and are in need of accommodations, please call (956) 318-2200 no later than 7 days prior to your appearance date.

CERTIFICATE OF SERVICE
If your employer requires proof of attendance, you may obtain an excuse at the District Clerk's Office.

LENGTH OF SERVICE
Length of service is 1 week or until trial is concluded.

WHEN PAID
Jury checks will be processed 1 to 2 weeks after jury service has been completed.

EXCUSES
Personal excuses such as illness or hardship may only be granted by a District Judge. These requests may be made at the time of reporting or by calling (956) 318-2200.

RIGHT TO REEMPLOYMENT
A private employer may not terminate the employment of a permanent employee because the employee serves as a juror. An employee whose employment is terminated is a violation of Civil Practice and Remedies Code, Section 122.001.

Trial by jury is a fundamental principle of our system of justice. Jury Service is therefore both an opportunity and an obligation of every United States citizen.

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STATUTORY QUALIFICATIONS - SEC. 62.102 GOVERNMENT CODE

A person is disqualified to serve as a petit juror unless that person:

1. is at least 18 years of age.
2. is a citizen of this state and of the county in which he is to serve as a juror,
3. is qualified under the constitution and laws to vote in the county in which he is to serve as a juror,
4. is of sound mind and good moral character,
5. is able to read and write the English language,
6. has not served as a petit juror for six days during the preceding three months in the county court or during the preceding six months in district court,
7. has not been convicted of, or be under indictment or other legal accusation for, misdemeanor theft or a felony.

THE ABOVE REQUIREMENTS ARE MANDATORY

STATUTORY EXEMPTIONS - SEC. 62.106 GOVERNMENT CODE

1. You are 70 years of age or over.
2. You have legal custody of a child or children younger than 15 years of age and your service on the jury requires leaving the child or children without adequate supervision.
3. You are a full-time student of a public or private secondary school.
4. You are a person enrolled and in actual attendance at an institution of higher education.
5. You are an officer or an employee of the senate, the house of representatives or any department, commission, board, office or other agency in the legislative branch of state government.
6. You are the primary caretaker of a person who is an invalid unable to care for himself.
7. You have served as a juror in the county during the 24-month period prior to the date you are required to appear for this summons.
8. You are not under indictment or other legal accusation for misdemeanor theft or felony.

YOU MAY CLAIM ANY OF THESE EXEMPTIONS TO WHICH YOU ARE ENTITLED BUT YOU DO NOT HAVE TO.

COMPLETE THIS SECTION ONLY IF YOU WISH TO CLAIM AN EXEMPTION OR IF YOU ARE DISQUALIFIED TO SERVE AS A JUROR.

"I have read and understand the laws printed on this summons. I swear (affirm) that this information is true and correct and that I am eligible to claim the exemption or disqualification that I have marked below."

- ⬭ I am over 70 years of age.
- ⬭ I have legal custody of a child under 15 years of age. Service would leave the child without adequate supervision.
- ⬭ I am a student enrolled and in attendance at a public, private secondary school or institution of higher education.
- ⬭ I am the primary caregiver of a person who is an invalid. (employment as a caregiver does not qualify)
- ⬭ I am disqualified because I have been convicted of a felony or theft offense.
- ⬭ I am disqualified because I am not a United States Citizen.
- ⬭ I am disqualified because I do not reside in Hidalgo County.
- ⬭ I am a member of the United States Military Forces serving on active duty and deployed to a location away from my home station and out of my county of residence.
- ⬭ I am not of sound mind or good character.
- ⬭ I am not able to read and write the English Language.
- ⬭ I have served as a petit juror for six days during the preceding three months in the county court or during the preceding six months in district court.
- ⬭ I am an officer or an employee of the senate, the house of representatives or and department, commission, board, office or other agency in the legislative branch of the state government.

I certify under the penalty of perjury that the above statement is true and correct.

JUROR SIGNATURE _____

If claiming an exemption or disqualification, sign your name and return this summons with the completed jury questionnaire in the envelope provided.

Non-profit Organizations Information (beneficiaries of juror's pay)

Hidalgo County Child Welfare Board - The mission of the HCCWB is to support victims of child abuse and neglect; ensure the needs of Hidalgo County children in foster care are met and educate the local community regarding these issues; to help children in foster care lead the most normal lives possible under less than ideal circumstance; and to help reduce cases of child abuse and neglect in the future.

Compensation to Victims of Crime Fund - The Crime Victims' Compensation Program is administered by the Office of the Attorney General and is dedicated to ensuring that victims of violent crime are provided financial assistance for crime-related expenses that cannot be reimbursed by insurance or other sources.

Mujeres Unidas/Women Together - Victims of Domestic Violence - The Mission of Mujeres Unidas is to provide shelter and programs for women, men and children who are victims of domestic violence and sexual assault while enabling them to break the cycle of violence and live a life free from oppression.

Rainbow Room - The Rainbow Room is an emergency resource room stocked with items to assist Child Protective Services Caseworkers in helping families and children in crisis. When there is a child in need, the caseworker can access the Rainbow Room for emergency supplies such as food, diapers, baby formula, and clothes.

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B284244

Laura Hinojosa
District Clerk
Jury Administration Office
Courthouse
100 N. Closner
Edinburg, Texas 78539
ejuror@co.hidalgo.tx.us

JURY SUMMONS

JUROR BADGE
HIDALGO COUNTY, TEXAS

NAME:

NUMBER:

BAR CODE:

WARNING

You must under penalty of law, answer this summons in person at the respective time and date. **THE LAW PROVIDES A FINE OF $100 TO $500 FOR BEING LATE OR FAILING TO APPEAR.** No person except a **District Judge** may excuse a juror from serving.

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move up

PLEASE USE DESIGNATED PARKING EASTSIDE OF COURTHOUSE
For helpful information on jury process, visit website at americanjuror.org

bigger font

YOUR APPEARANCE DATE IS:

MONTH	DAY	YEAR	TIME

BRING THIS TOP SUMMONS WITH YOU ON YOUR APPEARANCE DATE.

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detach and mail

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Your answers are CONFIDENTIAL and may be disclosed only to the judge, court personnel, the litigant, and the litigant's attorney.

MARKING INSTRUMENTS

- Use
- Use a blue or black pen
- Fill out on hard surface
- Make heavy marks that fill the oval completely
- Erase any changes completely
- Make no stray marks

Example:
Correct Mark ⬭ ● ⬭ ⬭
EXAMPLE

NAME:

NUMBER:

BAR CODE:

within 5 days

JUROR QUESTIONNAIRE

COMPLETE THE JUROR QUESTIONNAIRE IMMEDIATELY AND RETURN IN THE ENCLOSED ENVELOPE.

JUROR NAME (Last / First / Middle)

MAILING ADDRESS (If different from home)

CITY **STATE** **ZIP** –

DATE OF BIRTH – – **AGE**

HOW LONG HAVE YOU LIVED IN HIDALGO COUNTY? Years – Months

Are you a U.S. Citizen?
⬭ Yes
⬭ No

Marital Status:
⬭ Married
⬭ Single
⬭ Divorced
⬭ Widowed

Religion:
⬭ Catholic ⬭ Methodist
⬭ Baptist ⬭ Presbyterian
⬭ Jewish ⬭ Muslim
⬭ Lutheran ⬭ Other

→ Jehovah Witness

Sex:
⬭ Male
⬭ Female

Race: (required by State Law)
⬭ Asian/Pacific Islander
⬭ Black/African American
⬭ Mexican American
⬭ Hispanic
⬭ White/Caucasian
⬭ Other

Highest Level of Education Completed?
⬭ Did not receive H. S. Diploma or GED
⬭ H. S. Diploma
⬭ GED
⬭ 2 year College
⬭ 4 year College/University
⬭ Post-graduate

HOME PHONE NUMBER – –

ALTERNATE PHONE NUMBER – –

Your Occupation

Your Employer **How Long?**

should all be done in scantron format

Spouse's Name **No. of Children** **Ranges of Age** From ____ years to ____ years

*Constrained hand print field

Spouse's Occupation **Spouse's Employer** **How Long?**

Have you ever served on a:

Civil Jury?
⬭ Yes
⬭ No

Criminal Jury?
⬭ Yes
⬭ No

SECTION 61.003 (A) AND (B) GOVERNMENT CODE gives you the right to donate your jury compensation to **either** of the following non-profit organizations selected by the Hidalgo County Commissioner's Court. Your payment is calculated at the rate of $16.00 for the first day and $40.00 each day thereafter.

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⬭* I want to donate all or part of my jury compensation to the non-profit organization indicated: (Indicate the amount in whole dollars or write in ALL)

⬭ NO DONATION

⬭* Hidalgo County Child Welfare Board $

⬭* Rainbow Room $

⬭* Hidalgo County Victims of Domestic Violence $

⬭* Victims of Crime Fund (Austin) $

I certify that all answers are true and correct.

JUROR SIGNATURE **DATE**

Please see exemptions and disqualifications on the back of this form

↑ Red

F284244

IMPORTANT INFORMATION

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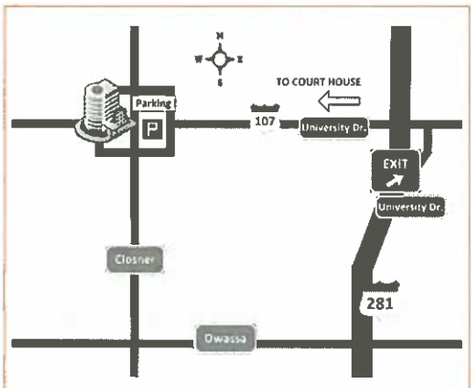
LOCATION:
Courthouse
100 N. Closner
Edinburg, Texas 78539



DIRECTIONS:
Business 281 to 100 N. Closner
www.mapquest.com

Trial by jury is a fundamental principle of our system of justice. Jury Service is therefore both an opportunity and an obligation of every United States citizen.

^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^ ^ DETACH HERE ^

STATUTORY QUALIFICATIONS - SEC. 62.102 GOVERNMENT CODE

A person is disqualified to serve as a petit juror unless that person:

1. is at least 18 years of age.
2. is a citizen of this state and of the county in which he is to serve as a juror,
3. is qualified under the constitution and laws to vote in the county in which he is to serve as a juror,
4. is of sound mind and good moral character,
5. is able to read and write the English language,
6. has not served as a petit juror for six days during the preceding three months in the county court or during the preceding six months in district court,
7. has not been convicted of, or be under indictment or other legal accusation for, misdemeanor theft or a felony.

THE ABOVE REQUIREMENTS ARE MANDATORY

STATUTORY EXEMPTIONS - SEC. 62.106 GOVERNMENT CODE

1. You are 70 years of age or over.
2. You have legal custody of a child or children younger than 15 years of age and your service on the jury requires leaving the child or children without adequate supervision.
3. You are a full-time student of a public or private secondary school.
4. You are a person enrolled and in actual attendance at an institution of higher education.
5. You are an officer or an employee of the senate, the house of representatives or any department, commission, board, office or other agency in the legislative branch of state government.
6. You are the primary caretaker of a person who is an invalid unable to care for himself.
7. You have served as a juror in the county during the 24-month period prior to the date you are required to appear for this summons.
8. You are not under indictment or other legal accusation for misdemeanor theft or felony.

YOU MAY CLAIM ANY OF THESE EXEMPTIONS TO WHICH YOU ARE ENTITLED BUT YOU DO NOT HAVE TO.

COMPLETE THIS SECTION ONLY IF YOU WISH TO CLAIM AN EXEMPTION OR IF YOU ARE DISQUALIFIED TO SERVE AS A JUROR.

"I have read and understand the laws printed on this summons. I swear (affirm) that this information is true and correct and that I am eligible to claim the exemption or disqualification that I have marked below."

- ☐ I am over 70 years of age.
- ☐ I have legal custody of a child under 15 years of age. Service would leave the child without adequate supervision.
- ☐ I am a student enrolled and in attendance at a public, private secondary school or institution of higher education.
- ☐ I am the primary caregiver of a person who is an invalid. (employment as a caregiver does not qualify)
- ☐ I am disqualified because I have been convicted of a felony or theft offense.
- ☐ I am disqualified because I am not a United States Citizen.
- ☐ I am disqualified because I do not reside in Hidalgo County.
- ☐ I am a member of the United States Military Forces serving on active duty and deployed to a location away from my home station and out of my county of residence.
- ☐ I am not of sound mind or good character.
- ☐ I am not able to read and write the English Language.
- ☐ I have served as a petit juror for six days during the preceding three months in the county court or during the preceding six months in district court.
- ☐ I am an officer or an employee of the senate, the house of representatives or and department, commission, board, office or other agency in the legislative branch of the state government.

I certify under the penalty of perjury that the above statement is true and correct.

JUROR SIGNATURE _____

If claiming an exemption or disqualification, sign your name and return this summons with the completed jury questionnaire in the envelope provided.

Non-profit Organizations Information (beneficiaries of juror's pay)

Hidalgo County Child Welfare Board - The mission of the HCCWB is to support victims of child abuse and neglect; ensure the needs of Hidalgo County children in foster care are met and educate the local community regarding these issues; to help children in foster care lead the most normal lives possible under less than ideal circumstance; and to help reduce cases of child abuse and neglect in the future.

Compensation to Victims of Crime Fund - The Crime Victims' Compensation Program is administered by the Office of the Attorney General and is dedicated to ensuring that victims of violent crime are provided financial assistance for crime-related expenses that cannot be reimbursed by insurance or other sources.

Mujeres Unidas/Women Together - Victims of Domestic Violence - The Mission of Mujeres Unidas is to provide shelter and programs for women, men and children who are victims of domestic violence and sexual assault while enabling them to break the cycle of violence and live a life free from oppression.

Rainbow Room - The Rainbow Room is an emergency resource room stocked with items to assist Child Protective Services Caseworkers in helping families and children in crisis. When there is a child in need, the caseworker can access the Rainbow Room for emergency supplies such as food, diapers, baby formula, and clothes.

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B284244

From: Andrews, Steve [mailto:Steve.Andrews@acs-inc.com]
Sent: Thursday, July 15, 2010 4:25 PM
To: Stephanie Palacios
Cc: Gill, Sheila
Subject: form scanning costs

Stephanie,

Below are cost for the changes to the form and related programming changes for the scanning system. I have included licensing cost to also enable you to view the imaged files.

If you wish to proceed please advise and I will send a service agreement for signature (please indicate the number of forms you require)

Thanks,

Steve

PROFESSIONAL SERVICES

Programming changes to facilitate the data collection of OMR/Imaging data and to Export the data to the ACS Juror System system.....$1,200.00
ACS programming changes.....$1,475.00

LICENSING

3 Global 360 licenses $750.00

FORM DESIGN

Design Changes to OMR compatible form
Jury Summons.....$675.00*
*Additional author's alterations will be charged at $111 per designer hour

PRINTING

Printing three colors (two sides) 8.5 x 14

50,000.....$3,940.00

Steve Andrews
General Manager, Juror Solutions

AI-22096 **20.F.1.**

Extension of Letter of Engagement for Legal Services for Re-districting Plan

CC REGULAR

Date:	07/27/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Elections

Information

CAPTION

Requesting authority to exercise the option to renew/extend the final year option as provided in the Letter of Engagement (C-09-145-08-18) for "Legal Services for Re-districting Plan" between Hidalgo County and Rolando L. Rios and Associates, PLLC, under the same rates, terms and conditions, effective from 8/18/10 thru 8/17/11.

BACKGROUND

Original term is on an "As Needed Basis" not to exceed two (2) years. Work Authorizations needed per Tasks.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-339

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Fiscal Impact at this time, option to renew/extend.

Tasks are authorized through Work Authorizations. The tasks for 2010 have been completed. Tasks for 2011 will be addressed during the budget process for 2011 budget.

Attachments

Link: Memo-Letter of Engagement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2010 02:18 PM	APRV
2	Budget & Management	Erika Zamora	07/22/2010 02:53 PM	APRV
3	Roland Garcia	Rolando Garcia	07/23/2010 10:35 AM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:37 PM	APRV

Form Started By: Gricelda Villarreal — Started On: 07/20/2010 04:28 PM

Final Approval Date: 07/23/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 13, 2010

Hon. Rolando L. Rios
Milam Building 115 E. Travis
Suite 1645
San Antonio, Texas 78205

Via Certified Mail: 7099 3220 0002 9744 8055

Re: Renewal/Extension- "Legal Services for Redistricting Plan for Hidalgo County"

Dear Hon. Rios:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of July 27, **2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Tuesday, July 20, 2010** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: July 13, 2010

Additionally, we are requesting your company provide an updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda Villarreal

Gricelda (Cris) Villarreal, Buyer III
Hidalgo County Purchasing Department

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in BLUE INK.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the agreement will be through completion of first phase of scope of work on an "As Needed Basis" with the County's option to renew for an additional one (1) year term under the same rates, terms and conditions, not to exceed two (2) years.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II-RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

C-09-145-08-18

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$ 225,000.00** as total fee for redistricting services plus costs not to exceed **$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $13,500 each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

e.) All work described in **Attachment B** will not proceed until **Hidalgo County** has approved and issued a **Work Authorization**.

f.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C:**

A. Printing Maps – color or black and white.
B. Travel expenses for meetings with clients and staff.
C. Costs associated with conducting public hearings as recommended by clients.
D. Copying, document preparation, faxes and scanning.
E. Postage and fed express.
F. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm

may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described herein will be fixed at $195 per hour for attorney time and $85 per hour for paralegal fees.

Executed this 18th day of August, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC

by: _____
Rolando L. Rios
Title: Owner

HIDALGO COUNTY

by: _____
Juan D. Salinas, III
Title: County Judge

Attest:

by: _____
Arturo Guajardo Jr., County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

by: _____
Stephen L. Crain, Attorney

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows:***

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

A. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B. Travel expenses for meetings with clients and staff.

i. Travel .58¢ per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

C. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

D. Copying, document preparation, faxes and scanning.

i. Copies .10¢
ii. Tabs, Alpha or Numeric .25¢
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

E. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

F. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

Name of Insurer: Twin City Fire Insurance Company Indianapolis, IN

THE HARTFORD

LAWYERS' PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY. COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO THE COMPANY IMMEDIATELY BUT IN NO EVENT LATER THAN SIXTY (60) CALENDAR DAYS AFTER THE EXPIRATION DATE OF THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT, BROKER, OR REPRESENTATIVE.

POLICY NUMBER: LT 1615837

PRODUCER: Target Underwriting Management Co.
35 Tower Lane
Avon, CT 06001

SERVICE OFFICE: Target Insurance Services
40 Shuman Boulevard, Suite 330
Naperville, IL 60563

RENEWAL OF:

DECLARATIONS

ITEM #1. NAMED INSURED AND MAILING ADDRESS:

Rolando L. Rios, Attorney at Law

115 E. Travis, Suite 1645
Milam Building
San Antonio, TX 78205-

ITEM #2. POLICY PERIOD EFFECTIVE DATES: FROM: 09/28/2009 TO: 09/28/2010
(12:01 A.M. standard time at the address shown in Item #1.)

ITEM #3. RETROACTIVE DATE: 09/28/2009

ITEM #4. LIMITS OF LIABILITY:

LIMIT OF LIABILITY EACH CLAIM	$250,000
AGGREGATE LIMITS OF LIABILITY	$500,000

ITEM #5. DEDUCTIBLE:

DEDUCTIBLE EACH CLAIM	$5,000
AGGREGATE DEDUCTIBLE	N/A

ITEM #6. PREMIUM PER POLICY PERIOD: $1,673.00

If applicable { State Surcharge:

ITEM #7. ENDORSEMENTS: (See attachments.)

Authorized Representative

September 30, 2009
Date

© 2005, The Hartford

AI-22060 **20.G.1.**

BCAP Application for Payment No.5 Final - Sundowner's Retirement Center Subdivision Precinct No.2

CC REGULAR

Date:	07/27/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Approval of Application for Payment No. 5 (Final) in the amount of $2,052.00 from Closner Construction Cp. LC contracted vendor for Sundowner's Retirement Center as submitted by DOS Logistics Inc. project engineer. (C-CAP-09-188-07-07)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1312-431-00-122-940-0-733

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 625663 has available balance of $2,280.00 as of 07/23/10.

Attachments

Link: Application for Payment No.5 Final Sundowner's Retirement Center Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/20/2010 10:36 AM	APRV
2	Purchasing Department	Marty Salazar	07/22/2010 09:29 AM	APRV
3	Budget & Management	Erika Zamora	07/22/2010 10:32 AM	APRV
4	Roland Garcia	Rolando Garcia	07/23/2010 11:40 AM	APRV
5	Auditor's Office	Linda Fong	07/23/2010 03:35 PM	APRV

Form Started By: Marcie Jackson Started On: 07/16/2010 11:12 AM

Final Approval Date: 07/23/2010

****REMINDER****
Send all disbursements for this contractor to:
SureTec Information Systems, Inc.
9737 Great Hills Trail, Suite 320
Austin, TX 78757

APPLICATION FOR PAYMENT NO. 5 (Final)

AI-22060 7/21/10R

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract:
Project: Road & Drainage Sundowner's Retirement Center Subdivision
Owner's Contract No. C-CAP-09-188-07-07 Engineer's Project No. #61818
For Work accomplished through the date of: November 25, 2009

1. Original Contract Price:		$ 219,997.65
2. Net change by Change Order and Written Agreements(+or-):		(+) $ 6,678.00
3. Current Contract Price (1 plus 2):		$ 226,675.65
4. Total completed and stored to date:		$ 226,675.65
5. Retainage (per Agreement):		
10% of completed Work:	$ 22,667.57	
of stored material		
Total Retainage:		$ 22,667.57
6. Total completed and stored to date less retainage (4 minus 5)		$ 204,008.08
7. Less previous Application for Payments:		$ 201,956.08
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 2,052.00

Accompanying Documentation:

REQ# 158628 P.O.# 625663
0-1312-431-00-122-940-0-733→$2,280.00
<-228.00>=$2,052.00

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 6/13/2010

Closner Construction Co. L.C
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13th day of June 2010

NOTARY PUBLIC STATE OF TEXAS
CAROLINE C. ROMERO
MY COMMISSION EXPIRES
OCTOBER 16, 2010

STATE OF TEXAS
HUGO P. GONZALEZ JR.
95680
LICENSED
PROFESSIONAL ENGINEER

caroline C Romero
Notary Public
My Commission expires: 10/16/2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date

DOS LOGISTICS INC.
ENGINEER
By:

Exhibit E-6
INVOICE RECEIVED BY: Marie Jackson ON 6/21/10
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 6/21/10

Closner Construction Co., L.C	Contractor Name
June 13, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	**5**
Application Date:	November 25, 2009
Period To:	December 29, 2009
Engineer Firm:	Dos Logistics, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Payment Application No 5	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-940	Sundowner's	$ 219,997.65	$ 226,675.65	$ 41,904.00	$ 62,457.50	$ 79,974.65	$ 40,059.50	$ 2,280.00	$226,675.65	$ -	$ 22,667.57	$204,008.08	$ 201,956.08	$ 2,052.00
		$ 219,997.65	$ 226,675.65	$ 41,904.00	$ 62,457.50	$ 79,974.65	$ 40,059.50	$ 2,280.00	$226,675.65	$ -	$ 22,667.57	$204,008.08	$ 201,956.08	$ 2,052.00

Estimate Quantity Update Worksheet

Date: December 2, 2009

Colonia: Sundowner's Retirement Center Subdivision
Roadway: Easy Street and Grato Street
Control: CSJ 3C-1080-940
Project No: C-CAP-09-188-07-07
County: Hidalgo
Est. No: 5

Contractor: Closner Constrction Co. L.C.
Contract Price: $219,997.65
Current Contract Price: $226,675.65
Work Done this Mo.: $226,675.65
% Complete: 100.00%

Date Began: July 13, 2009
Contract Time: 120 (Contract Time Extension to 149 days)
Time Charged: 136
% Time Used: 91.28%

Work Type: Paving & Drainage
Limits:
From:
To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE																			
	(902) PRELIMINARY ENGINEERING																			
	(903) CONSTRUCTION ENGINEERING																			
	(904) RIGHT-OF-WAY																			
	(905) ROADWAY CONSTRUCTION																			
100	PREP ROW	STA	18.600	$150.00	$2,790.00	0.000	0	$0.00	18.600	18.600	$2,790.00		18.600	$0.00		18.600	$0.00		18.600	$0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)(COMP IN PLAC)	CY	1377.000	$20.70	$28,503.90	0.000	0	$0.00	0.000	0.000	$0.00	1377.000	1377.000	$28,503.90		1377.000	$0.00		1377.000	$0.00
251	REWOKING BASE MATERIAL	SY	3308.000	$1.25	$4,135.00	0.000	0	$0.00	3308.000	3308.000	$4,135.00		3308.000	$0.00		3308.000	$0.00		3308.000	$0.00
310	ASPH MATRL (MC-30)	GAL	1158	$7.25	$8,395.50	0.000	0	$0.00	0.000	0.000	$0.00		0.000	$0.00	1158.000	1158.000	$8,395.50		1158.000	$0.00
340	HOT MIX (TY D)	TON	496	$62.00	$30,752.00	0.000	0	$0.00	0.000	0.000	$0.00		0.000	$0.00	496.000	496.000	$30,752.00		496.000	$0.00
500	MOBILIZATION	LS	1.000	$2,000.00	$2,000.00	1.000	1.000	$2,000.00	0.000	1.000	$0.00		1.000	$0.00		1.000	$0.00		1.000	$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3.000	$1,000.00	$3,000.00	1.000	1.000	$1,000.00	1.000	2.000	$1,000.00	1.000	3.000	$1,000.00		3.000	$0.00		3.000	$0.00
506	TEMPORARY SEDIMENT CONTROL FENCE	LF	252.000	$2.25	$567.00	0.000	0	$0.00	252.000	252.000	$567.00		252.000	$0.00		252.000	$0.00		252.000	$0.00
529	CONCRETE CURB & GUTTER (TY A)(BARRIER)	LF	3646.000	$7.75	$28,256.50	0.000	0	$0.00	1500.000	1500.000	$11,625.00	2146.000	3646.000	$16,631.50		3646.000	$0.00		3646.000	$0.00
529	VALLEY GUTTER (4FT)	LF	75.000	$24.00	$1,800.00	0.000	0	$0.00	0.000	0.000	$0.00	75.000	75.000	$1,800.00		75.000	$0.00		75.000	$0.00
2500	EN-1 TREATED FLEXBASE	SY	6821.000	$0.75	$5,115.75	0.000	0	$0.00	0.000	0.000	$0.00	6821.000	6821.000	$5,115.75		6821.000	$0.00		6821.000	$0.00
2500	EN-1 ROAD BOND	GAL	52.000	$85.00	$4,420.00	0.000	0	$0.00	25.000	25.000	$2,125.00	27.000	52.000	$2,295.00		52.000	$0.00		52.000	$0.00
	(906) DRAINAGE																			
402	TRENCH PROTECTION	LF	1755.000	$0.50	$877.50	1038.000	1038.000	$519.00	717.000	1755.000	$358.50		1755.000	$0.00		1755.000	$0.00		1755.000	$0.00
435	RIPRAP (CONC)(6")	CY	3.000	$380.00	$1,140.00	0.000	0	$0.00	3.000	3.000	$1,140.00		3.000	$0.00		3.000	$0.00		3.000	$0.00
464	RCP (CL III)(18")	LF	392.000	$28.50	$11,172.00	0.000	0	$0.00	392.000	392.000	$11,172.00		392.000	$0.00		392.000	$0.00		392.000	$0.00
464	RCP (CL III)(24")	LF	695.000	$34.50	$23,977.50	695.000	695.000	$23,977.50	0.000	695.000	$0.00		695.000	$0.00		695.000	$0.00		695.000	$0.00
464	RCP (CL III)(30)	LF	613.000	$42.50	$26,052.50	339.000	339.000	$14,407.50	274.000	613.000	$11,645.00		613.000	$0.00		613.000	$0.00		613.000	$0.00
465	INLET (COMPL)(TY A)	EA	7.000	$1,300.00	$9,100.00	0.000	0	$0.00	7.000	7.000	$9,100.00		7.000	$0.00		7.000	$0.00		7.000	$0.00
465	MANHOLE (COMPL)(TY A)	EA	4.000	$1,700.00	$6,800.00	0.000	0	$0.00	4.000	4.000	$6,800.00		4.000	$0.00		4.000	$0.00		4.000	$0.00
530	DRIVEWAY (CONC)(4")	SY	666.000	$36.00	$23,976.00	0.000	0	$0.00		0.000	$0.00	666.000	666.000	$23,976.00		666.000	$0.00		666.000	$0.00
530	DRIVEWAY (ASPH)(TY PBR-1)	SY	76.000	$12.00	$912.00	0.000	0	$0.00		0.000	$0.00		0.000	$0.00	76.000	76.000	$912.00		76.000	$0.00
531	CONCRETE SIDEWALK	SY	29.000	$22.50	$652.50	0.000	0	$0.00		0.000	$0.00	29.000	29.000	$652.50		29.000	$0.00		29.000	$0.00
644	SMALL SIGNS	EA	6.000	$380.00	$2,280.00	0.000	0	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00	6.000	6.000	$2,280.00
										0.000			0.000			0.000			0.000	$0.00

Monthly Totals:	$41,904.00	$62,457.50	$79,974.65	$40,059.50	$2,280.00
ADMINISTRATIVE (901)					
PRELIMINARY ENGINEERING (902)					
CONSTRUCTION ENGINEERING (903)					
RIGHT-OF-WAY (904)					
Roadway (905):	$3,000.00	$22,242.00	$55,346.15	$39,147.50	$0.00
Drainage (906):	$38,904.00	$40,215.50	$24,628.50	$912.00	$2,280.00

Total to Date

Roadway (905):	$119,735.65
Drainage (906):	$106,940.00
Total	$226,675.65

Prepared and Checked By:

Signature:

Printed Name: Hugo P. Gonzalez Jr., PE

Date: 6/10/10

AI-22078 **20.G.2.**

BCAP Application for Payment No.2 Retainage Release, & Certificate of Construction Completion - Sundowner Subdivision Precinct No.2

CC REGULAR

Date: 07/27/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Acceptance and approval of the following items submitted by the awarded contractor, Closner Construction Co., LC for Sundowner's Retirement Center Subdivision as reviewed and forwarded by project engineer, DOS Logistics, Inc.-(C-CAP-09-188-07-07):
a. Application for Release of Retainage Payment in the amount of $22,667.57;
b. “Certificate of Construction Completion” reflecting the date of April 04, 2010;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Two Accounts
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

0-1312-206-00-000-003-0-000 has retainage available of	$21,134.68
0-1200-206-00-122-016-0-000 has retainage available of	$ 1,304.89
plus retainage from AI-22060	$ 228.00
Total	$22,667.57

Reference P.O. 625663

Attachments

Link: Application for Payment Retainage Release Sundowner Subdivision
Link: Certificate of Construction Completion Sundowner Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/20/2010 10:36 AM	APRV
2	Purchasing Department	Marty Salazar	07/22/2010 09:37 AM	APRV
3	Budget & Management	Erika Zamora	07/22/2010 10:44 AM	APRV
4	Roland Garcia	Rolando Garcia	07/23/2010 01:06 PM	APRV
5	Auditor's Office	Linda Fong	07/23/2010 03:36 PM	APRV

Form Started By: Marcie Jackson Started On: 07/19/2010 03:08 PM

Final Approval Date: 07/23/2010

AI-82018 7/20/10 R

RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract:
Project: Road & Drainage Sundowner's Retirement Center Subdivision
Owner's Contract No. C-CAP-09-188-07-07 Engineer's Project No. #61818
For Work accomplished through the date of: May 13, 2010

1. Original Contract Price:		$ 219,997.65
2. Net change by Change Order and Written Agreements(+or-):		(+) $ 6,678.00
3. Current Contract Price (1 plus 2):		$ 226,675.65
4. Total completed and stored to date:		$ 226,675.65
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
of stored material		
Total Retainage:		$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 226,675.65
7. Less previous Application for Payments:		$ 204,008.08
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 22,667.57

Accompanying Documentation:

REQ# 158628 P.O.# 625663
~~0-1312-206-00-000-011-0-000 → $22,667.57~~
SUNDOWNER'S SUBDIVISION

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

0-1312-206-00-000-003-0-000 → 21,362.68
0-1200-206-00-122-016-0-000 → 1,304.89

Date 6/13/2010

Closner Construction Co LC
CONTRACTOR

By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13th day of June 2010

Caroline C Romero
Notary Public
My Commission expires: 10/16/2010

CAROLINE C. ROMERO
MY COMMISSION EXPIRES
OCTOBER 16, 2010

STATE OF TEXAS
HUGO P. GONZALEZ JR.
95680
LICENSED
PROFESSIONAL ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date

DOS LOGISTICS INC.
ENGINEER

By:

Exhibit E-C
INVOICE RECEIVED BY: ON 6/21/10
GOODS/SERVICES RECEIVED BY: ON 6/21/10

Closner Construction Co., L.C	Contractor Name
June 13, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	Retainage Release
Application Date:	May 13, 2010
Period To:	
Engineer Firm:	Dos Logistics, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Payment Application No 5	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-940	Sundowner's	$ 219,997.65	$ 226,675.65	$ 41,904.00	$ 62,457.50	$ 79,974.65	$ 40,059.50	$ 2,280.00	$226,675.65	$ -	$ 22,667.57	$204,008.08	$ 204,008.08	$ 22,667.57
		$ 219,997.65	$ 226,675.65	$ 41,904.00	$ 62,457.50	$ 79,974.65	$ 40,059.50	$ 2,280.00	$226,675.65	$ -	$ 22,667.57	$204,008.08	$ 204,008.08	$ 22,667.57

Estimate Quantity Update Worksheet

Date: December 2, 2008

Colonia: Sundowner's Retirement Center Subdivision
Roadway: Easy Street and Cielo Street
Control: CSJ 3C-1080-845
Project No: C-CAP-08-186-07-07
County: Hidalgo
Est. No: 5
Work Type: Paving & Drainage
Limits:
From:
To:

Contractor: Closner Construction Co. L.C.
Contract Price: $246,987.65
Current Contract Price: $220,075.65
Work Done this Mo: $220,075.65
% Complete: 100.00%

Date Began: July 13, 2008
Contract Time: 120 (Contract Time Extension to 149 days)
Time Charged: 136
% Time Used: 91.28%

ITEM NO.	DESCRIPTION	UNITS	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH			RETAINAGE RELEASE		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(001) ADMINISTRATIVE																						
	(002) PRELIMINARY ENGINEERING																						
	(003) CONSTRUCTION ENGINEERING																						
	(004) RIGHT-OF-WAY																						
	(005) ROADWAY CONSTRUCTION																						
108	PREP ROW	STA	18.600	$165.00	$3,069,000.00		0		18.600	18.600	$3,069,000.00		18.600	$0.00		18.600	$0.00		18.600	$0.00		18.600	$0.00
247	FLEX BASE (ROWW DELIVTY D GR a CL 4)(COMP IN PLACE	CY	1977.000	$30.00	$59,310.00		0	$0.00		0.000	$0.00		0.000	$0.00		1977.000	$0.00		1977.000	$0.00		1977.000	$0.00
261	REWORKING BASE MATERIAL	SY	3294.000	$1.20	$3,952.80		0	$0.00		0.000	$0.00		0.000	$0.00		3294.000	$0.00		3294.000	$0.00		3294.000	$0.00
310	ASPT MATRL (MC-30)	GAL	1100	$1.20	$1,320.00		0	$0.00		300.000	$360.00		300.000	$0.00		300.000	$0.00		300.000	$0.00		300.000	$0.00
340	HOT MIX (TY D)	TON	480	$50.00	$24,000.00		0	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00
500	MOBILIZATION	LS	1.000	$2,000.00	$2,000.00	1.000	$2,000.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00	
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3.000	$1,000.00	$3,000.00	1.000	$1,000.00		1.000	$1,000.00		1.000	$0.00		1.000	$0.00		1.000	$0.00		1.000	$0.00	
506	TEMPORARY SEDIMENT CONTROL FENCE	LF	2927.000	$1.25	$3,658.75		0	$0.00		0.000	$0.00		2927.000	$3,658.75		2927.000	$0.00		2927.000	$0.00		2927.000	$0.00
529	CONCRETE CURB & GUTTER (TY A)(BARRIER)	LF	3698.000	$17.00	$62,866.00		0	$0.00		0.000	$0.00		3698.000	$62,866.00		3698.000	$0.00		3698.000	$0.00		3698.000	$0.00
529	VALLEY GUTTER (6FT)	LF	74.000	$24.00	$1,776.00		0	$0.00		0.000	$0.00		74.000	$1,776.00		74.000	$0.00		74.000	$0.00		74.000	$0.00
2009	EN-1 TREATED FLEXBASE	SY	6591.000	$9.75	$64,274.25		0	$0.00		0.000	$0.00		0.000	$0.00		6591.000	$64,274.25		6591.000	$0.00		6591.000	$0.00
2500	EN-1 ROAD BOND	GAL	32.000	$30.00	$960.00		0	$0.00		32.000	$960.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00
	(006) DRAINAGE																						
402	TRENCH PROTECTION	LF	1758.000	$0.00	$0.00		1038.000	$0.00		0.000	$0.00		0.000	$0.00		1758.000	$0.00		1758.000	$0.00		1758.000	$0.00
435	RIPRAP (CONC)(18")	CY	3.000	$200.00	$600.00		0	$0.00		0.000	$0.00		0.000	$0.00		3.000	$0.00		3.000	$0.00		3.000	$0.00
464	RCP (CL III)(18")	LF	362.000	$60.00	$21,720.00		0	$0.00		0.000	$0.00		0.000	$0.00		362.000	$0.00		362.000	$0.00		362.000	$0.00
465	RCP (CL III)(24")	LF	665.000	$84.00	$55,860.00		0	$0.00		0.000	$0.00		0.000	$0.00		665.000	$0.00		665.000	$0.00		665.000	$0.00
466	RCP (CL III)(30)	LF	665.000	$108.00	$71,820.00		665.000	$71,820.00		0.000	$0.00		0.000	$0.00		665.000	$0.00		665.000	$0.00		665.000	$0.00
465	INLET (CO.)(CURB)(TY A)	EA	7.000	$1,400.00	$9,800.00		7.000	$9,800.00		0.000	$0.00		0.000	$0.00		7.000	$0.00		7.000	$0.00		7.000	$0.00
465	MANHOLE (CO.)(TY A)	EA	4.000	$2,000.00	$8,000.00		0	$0.00		4.000	$8,000.00		0.000	$0.00		4.000	$0.00		4.000	$0.00		4.000	$0.00
530	DRIVEWAY (CONC)(6")	SY	498.000	$42.00	$20,916.00		0	$0.00		0.000	$0.00		0.000	$0.00		498.000	$0.00		498.000	$0.00		498.000	$0.00
530	DRIVEWAY (ASPH)(TY PBR-1)	SY	78.000	$19.00	$1,482.00		0	$0.00		0.000	$0.00		0.000	$0.00		78.000	$0.00		78.000	$0.00		78.000	$0.00
531	CONCRETE SIDEWALK	SY	39.000	$42.00	$1,638.00		0	$0.00		0.000	$0.00		0.000	$0.00		39.000	$0.00		39.000	$0.00		39.000	$0.00
644	SMALL SIGNS	EA	6.000	$100.00	$600.00		0	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00		0.000	$0.00

Monthly Totals:	$41,904.00	$95,457.50	$78,974.00	$4,740.00	$0.00	$0.00
ADMINISTRATIVE (001)						
PRELIMINARY ENGINEERING (002)						
CONSTRUCTION ENGINEERING (003)						
RIGHT-OF-WAY (004)						
Roadway (005):	$3,800.00	$20,542.00	$28,248.15	$36,187.00	$0.00	$0.00
Drainage (006):	$38,004.00	$48,276.50	$27,625.50	$913.00	$0.00	$0.00

Total to Date

Roadway (005):	$119,735.65
Drainage (006):	$100,340.00
Total	$220,075.65

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name: Hugo P. Gonzalez Jr., PE

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 4 DAY OF April 2010, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: May 19, 2009
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: Closner Construction Co. LLC OF THE CITY OF La Feria
STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Sundowners Subdivision

CONTRACT-NO.: C-CAP-09-188-07-07 located in or near the City/Pct. of San Juan,Texas/ Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$219,997.65
	Present Amount of Contract	$226,675.65
	Total Amount of earned to date	$226,675.65
	Less: previous payments	$204,008.08
	Balance	$ 22,667.57
	Authorized deductions	$ 00.000.00
	AMOUNT OF FINAL PAYMENT	$ 22,667.57

6. That the final payment in the amount of $ Twenty two thousand six hundred sixty seven dollars and fifty seven cents ($ 22,667.57) is now due and payable.

PE

Engineer's Signature

CONCURRED BY:

CONTRACTOR'S NAME

BY: Jaime Closner

TITLE: President

CONCURRED BY:

Hidalgo County

AI-22082 **20.H.1.**

Request by Contractor for Disbursement of Funds (Irrevocable Letter of Direction)

CC REGULAR

Date:	07/27/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Approval that all payments (fund disbursements) be sent directly to project disbursing administrator, Construction First Sealord Surety Inc. as requested by awarded vendor, (and approved by CC 6-29-10) Garcia & Martinez Paving, Inc. as a condition to their Surety and thus directing all contract proceedings earned and to be earned under the following projects:
a. C-CAP-10-176-06-29 Road & Drainage Construction for Las Brisas Subdivision; and,
b. C-CAP-10-175-06-29 Road & Drainage Construction for Seminary Village Subdivision

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: las brisas irrev letter of direc req 22082

Link: seminary irrev letter od direc req 22082

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2010 11:09 AM	APRV
2	Budget & Management	Erika Zamora	07/22/2010 11:30 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2010 10:22 AM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 03:36 PM	APRV

Form Started By: Yvette Islas — Started On: 07/20/2010 10:36 AM

Final Approval Date: 07/23/2010

GARCIA & MARTINEZ
PAVING, INC.

IRREVOCABLE LETTER OF DIRECTION

To: HIDALGO COUNTY COLONIA ACCESS PROGRAM
Attn: Agapito Vargas, Director
301 East State Street
Pharr, Texas 78577

From: GARCIA & MARTINEZ PAVING INC.
1423 N. La Homa Blvd.
Alton, Texas 78574

Date: 07/15/2010

I Humberto Garcia Jr Secretary/Treasurer, the undersigned account holder do hereby authorize and direct Hidalgo County Colonia Access Program to release any and all payments pertaining to awarded contract# C-CAP-10-176-06-29 for Las Brisas Subdivision previous project number Project No. C-CAP-10-176-05-12-YSI mailed directly to our project disbursing administrator, at the following address:

First Sealord Surety Inc.
c/o HM Exchequer, LLC
789 East Lancaster Ave. Suite 200
Villanova, PA 19085
Phone: 610-664-5648
Fax: 610-664-6563

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety.

Signature: _____
Humberto Garcia Jr.

IRREVOCABLE LETTER OF DIRECTION

7-21-10
Date

First Sealord Surety Inc.
c/o HM Exchequer, LLC
789 East Lancaster Ave., Suite 200
Villanova, PA 19085

RE: Letter Agreement to direct contract payments to Surety

Ladies and Gentlemen:

Garcia & Martinez Paving, Inc. (the "Principal") and Hidalgo County (the "Obligee") have entered into a contract ("the Contract") for a certain project known as C-CAP-10-176-06-29 -Las Brisas Subdivision (the "Project").

The Obligee agrees to make all payments due to Principal under the Contract in U.S. Currency. Payment are to be made by wire transfer or check sent to First Sealord Surety Inc. c/o HM Exchequer, 789 East Lancaster Avenue, Suite 200, Villanova, PA 19085, made payable to Garcia & Martinez Paving, Inc. the Principal. This Letter of Directions is for the exclusive use and benefit of First Sealord Surety Inc. (the "Surety").

Obligee further agrees it shall not change this mailing procedure without the written consent of First Sealord Surety Inc. Surety for the Principal. Obligee acknowledges that this Letter Agreement creates a right in favor of Surety and that Surety would not have issued the Bond in favor of Obligee, but for Obligees' consent to this Letter of Direction.

Principal hereby irrevocably assigns its right to receive payment to HM Exchequer, LLC and requests and agrees to the above payment mailing/wiring procedure under the Contract.

The Obligee and the Principal intending to be legally bound, set their hands and seals below

Principal:

Garcia & Martinez Paving, Inc.
Company Name

By: [signature]

July 21, 2010

(Seal)

Obligee:

Hidalgo County
Company Name

By: _____

_____

(Seal)

GARCIA & MARTINEZ
PAVING, INC.

IRREVOCABLE LETTER OF DIRECTION

To: HIDALGO COUNTY COLONIA ACCESS PROGRAM
Attn: Agapito Vargas, Director
301 East State Street
Pharr, Texas 78577

From: GARCIA & MARTINEZ PAVING INC.
1423 N. La Homa Blvd.
Alton, Texas 78574

Date: 07/15/2010

I Humberto Garcia Jr Secretary/Treasurer, the undersigned account holder do hereby authorize and direct Hidalgo County Colonia Access Program to release any and all payments pertaining to awarded contract# C-CAP-10-175-06-29 for Seminary Village Subdivision previous project number Project No. C-CAP-10-175-05-12-YSI mailed directly to our project disbursing administrator, at the following address:

First Sealord Surety Inc.
c/o HM Exchequer, LLC
789 East Lancaster Ave. Suite 200
Villanova, PA 19085
Phone: 610-664-5648
Fax: 610-664-6563

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety.

Signature: _____
Humberto Garcia Jr.

IRREVOCABLE LETTER OF DIRECTION

7-21-10
Date

First Sealord Surety Inc.
c/o HM Exchequer, LLC
789 East Lancaster Ave., Suite 200
Villanova, PA 19085

RE: Letter Agreement to direct contract payments to Surety

Ladies and Gentlemen:

Garcia & Martinez Paving, Inc. (the "Principal") and Hidalgo County (the "Obligee") have entered into a contract ("the Contract") for a certain project known as C-CAP-10-175-06-29- Seminary Village Subdivision (the "Project").

The Obligee agrees to make all payments due to Principal under the Contract in U.S. Currency. Payment are to be made by wire transfer or check sent to First Sealord Surety Inc. c/o HM Exchequer, 789 East Lancaster Avenue, Suite 200, Villanova, PA 19085, made payable to Garcia & Martinez Paving, Inc. the Principal. This Letter of Directions is for the exclusive use and benefit of First Sealord Surety Inc. (the "Surety")

Obligee further agrees it shall not change this mailing procedure without the written consent of First Sealord Surety Inc., Surety for the Principal. Obligee acknowledges that this Letter Agreement creates a right in favor of Surety and that Surety would not have issued the Bond in favor of Obligee, but for Obligees' consent to this Letter of Direction.

Principal hereby irrevocably assigns its right to receive payment to HM Exchequer, LLC and requests and agrees to the above payment mailing/wiring procedure under the Contract.

The Obligee and the Principal intending to be legally bound, set their hands and seals below.

Principal:

Garcia & Martinez Paving, Inc.
Company Name

By: [signature]

July 21, 2010

(Seal)

Obligee:

Hidalgo County
Company Name

By: _____

_____

(Seal)

AI-22146 **20.I.2.**

Approval of Expanded Pool for Consulting Services for Federal and State Funding

CC REGULAR

Date:	07/27/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Acceptance and approval of the two (2) responses received for : RFQ No.: 2010-245-07-21CGV-"Expansion of Pool of Professional Consultants to Seek Funding and Assistance through State, Federal and Private Sector(s) and Other Sources" for Hidalgo County with term of expanded pool to expire at same time as original new pool.

BACKGROUND

Expansion of pool to concur with existing pool term, effective from June 22, 2010 thru June 21, 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required at this time. Purchases are on an as needed basis.

Attachments

Link: Acceptance Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2010 11:18 AM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 11:42 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 12:59 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:31 PM	APRV

Form Started By: Gricelda Villarreal Started On: 07/22/2010 10:14 AM

Final Approval Date: 07/23/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP-Q PACKETS

IBF-RFB-RFP-RFQ-RFP-Q-RFI

RFP-Q ACCEPTANCE DATE: July 21, 2010 **RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP-Q DESCRIPTION: "Expansion of Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(S) And Other Sources For Hidalgo County" (Including Other Funding Sources)

RFP-Q NO: 2010-245-07-21CGV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP-Q REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Hollis Ruttledge and Assos. Sheila M Valles-Pantratz	Email	CGV hollis@rutledge-associates.com	6-30-10	414 N. Mayberry Mission, Tx 78572 956-583-0002
02.	S& B Infrastructure LTD Alma Walzer	Email	CGV acwalzer@sbinfa.com	6-30-10	5408 North 10th McAllen, Texas 78504 Office 956-926-5000
03.	Raba-Kistner Consultants Norma E. Salazar	Email	CGV nsalazar@rkci.com	6-30-10	800 E. Hackberry Avenue McAllen, Texas 78501 956-682-5332
04.	Jose Teran	Email	CGV jdteran@t-mengineering.com	6-30-10	713-858-8723
05.	Dos Logistics Celina Garza	Email	CGV celinagarza@doslogistics.com	6-30-10	24114 FM 2556 La Feria, Tx 78593 956-266-8770 (Cell) 956-797-4601
06.	Caballero Governmental Affairs Elvia Lopez	Email	CGV eclopez327@aol.com	6-30-10	4009 Iriona Bend Austin, Tx 78749 (Ph) 512-731-5388 (F) 512-280-7207
07.	Vazaldua & Associates Paul Vazaldua	Email	CGV paulmv555@yahoo.com	7-02-10	
08.	P3 Economics Alex Meade	In Person	CGV ameade@p3economics.com	7-06-10	PO Box 4027 2920 Central Blvd Brownsville, Tx 78520 956-455-1934
09.	Dos Logistics Lupita Sauceda	Email	CGV lupita@doslogistics.com	7-07-10	
10.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP-Q ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP-Q ACCEPTANCE DATE: July 21, 2010	**RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP-Q: "EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES" (INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP-Q NO: 2010-245-07-21CGV

RFP-Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT	ADDENDUM #1
#1	**Vazaldua & Associates**	√√	√
#2	**Hollis, Rutledge and Associates**	√√	√
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			