

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 examine 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

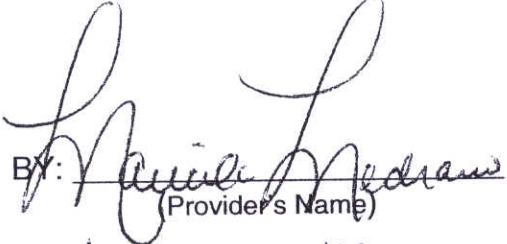
thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 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.

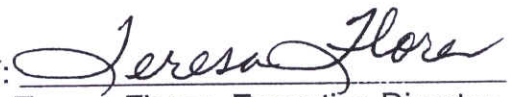
IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

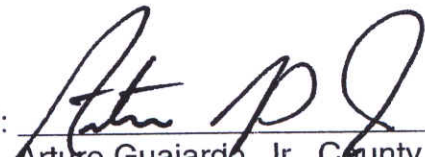
PROVIDER:
MARICELA MEDRANO

HIDALGO COUNTY
HEAD START PROGRAM

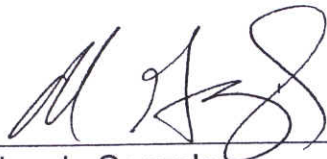
BY: 
(Provider's Name)
Maricela Medrano
(Print Name)
Sole Proprietor
(Title)

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-kind services provided when deemed appropriate:
 - (a) Classroom Observation and recommendation
 - (b) Developmental evaluation
 - (c) Individual/ family counseling (per hour)
 - (d) Workshop/In-Service/Training

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 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.

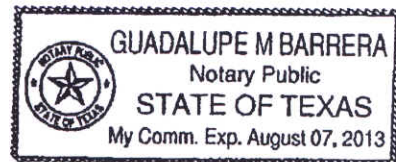
Maricela Medrano

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





**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:				Program Administrator:
Maricela S Medrano 117 E Camellia Ave McAllen, TX 78501-9476				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Social Worker, Clinical			Code: 80723	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	\$ 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.


Chairman of the Board


Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD CERTIFICATE OF 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 ID #: 4283
INSURED Julian & Marcela Medrano 117 E Camellia Ave. McAllen TX 78501-9476	INSURER(S) AFFORDING COVERAGE INSURER A: STATE AUTO NAIC # 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 SUBR INSR. 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 \$
	GENL AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	POLICY	PRO-ECT	LOC			\$
	AUTOMOBILE LIABILITY					
A	ANY AUTO		ATX0020040	11/21/2009	11/21/2010	COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$ 5,000,000
X	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$ 500,000
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$ 100,000
	NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS
	If yes describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$
						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 Volkswagen Tiguan VIN # WVGAV7AX6AW514466

CERTIFICATE HOLDER Hidalgo County Head Start Program Hidalgo County Head Start Program 1901 W Highway 167 McAllen TX 78504-	CANCELLATION AI 008891 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: 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: Finas Helping Hands
ADDRESS: 804 Pecan Suite #6 McAllen, TX 78501
AUTHORIZED REPRESENTATIVE: Maurice Medrano
SIGNATURE: Maurice Medrano
TITLE: Sole Proprietor
TELEPHONE: (954) 661-1704 FAX NO (888) 317-8843
E-MAIL: finashelpinghands@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: (954) 661-1704
Date: 4/23/2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Marcia 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.

Marcia Medrano, LSW
Authorized Signature

7/23/2010
Date

Finis Helping Hands
Company

804 Pecan Suite #6
Address

Macreev, 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: <u>Maricela Medrano</u>	Telephone Name: <u>(956) 661-1704</u>
dba Name: <u>Fina's Helping Hands</u>	
Legal Name: <u>Maricela Medrano</u>	
Mailing Address: <u>804 Pecan Suite #6 McAllen, TX 78501</u>	Fax Name: () <u>(888) 317-8843</u>
Physical Address: <u>804 Pecan Suite #6 McAllen, TX 78501</u>	
City, State, Zip:	Tax I.D. No <u>455-29-8523</u>
Remit to Address:	City, State, Zip
E-Mail Address: <u>finashelpinghands@yahoo.com</u>	
Representative(s) Name(s) & Title(s) <u>Maricela Medrano Sole Proprietor</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No: _____ (Please attached completed W-9 form with this application)	
Federal Identification No or (if individual) SS No: <u>455-29-8523</u>	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Counseling</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Maricela Medrano Sole Proprietor</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: Less than 125,000 annual gross receipt <input checked="" type="checkbox"/> Less than 250,000 annual gross receipt _____ Less than 499,000 annual gross receipt _____	Disadvantaged Business (At Least 51% Ownership) Black American _____ Hispanic American <input checked="" type="checkbox"/> Asian Pacific American _____ Native American _____ Women <input checked="" type="checkbox"/> Other _____
Have you been certified as a HUB or an MBE/WBE source?: YES ___ NO <input checked="" type="checkbox"/>	
Indicate Certification No(s): _____ or are Certificate(s) attached?: YES ___ NO <input checked="" type="checkbox"/>	
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 <input checked="" type="checkbox"/>	
To Be Completed by Head Start: Rec'd by (Procurement): _____	Date Rec'd by (Procurement): _____
Date Forwarded Information to Finance Office: _____	Entry Date: _____ Vendor No: _____

**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.: (950) 661-1704 Date: 4/23/2010

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, 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: _____

Subscribed and sworn to before me this 26th day of April, 2010.

Notary Public

Letty Bazan

My Commission expires: _____, 2010

11/22/2012



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 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.

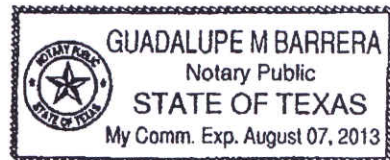
Maricela Medrano

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



CONFLICT OF INTEREST QUESTIONNAIRE

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.

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 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?

Yes No

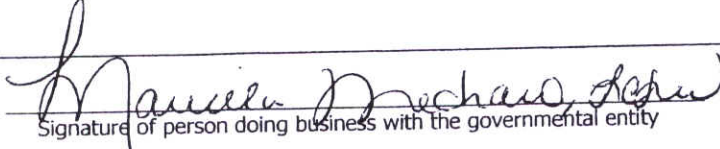
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

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

Maricela Medrano

Document Number: 2092078
Total Fees: 16.00
Receipt Number - 113189
By: Jess Gonzales Deputis
Date: 1/19/2010
On: Apr 14, 2010 at 09:32A
As a Recording
Filed for Record in
Hidalgo County
At: Victoria J. ...
County Clerk

**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)
Finca's Helping Hands

Check the appropriate box: Individual/sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.
804 Pecan Suite #6

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
McAllen TX 78501

City, state and ZIP code

Phone # (86) 661-1704 Fax # (86) 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
405-00-8588

OR
 Employer identification number
 □□-□□□□□□

Vendors:
 Dunn and Bradstreet Universal Numbering System (DUNS)
 □□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts 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 4/23/2010

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:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- 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:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
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 be 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 or 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
Dbal GUZMAN & ASSOCIATES

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Rene Ramirez, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By:  _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

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

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

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

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

TERMS OF CONTRACT:

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

IN-KIND SERVICE BY CONTRACTOR:

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

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.


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		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-BK-X0407	Comprehensive Business Liability	09-22-2009	09-22-2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> BUSINESS LIABILITY <input checked="" type="checkbox"/> CONTENT COVERAGE 15,000 <input checked="" type="checkbox"/> ALL RISK COVERAGE				Each Occurrence \$ 300,000 General Aggregate \$ 600,000 Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
90-BK-X0407	CONTENTS	Effective Date	Expiration Date	
		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 of 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



Certificate of Insurance

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			Program Administrator	
TONY GUZMAN 210 W NOLANA AVE STE B MCALLEN TX 78504-2509 Medical Specialty: Licensed Professional Counselor			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Code: 80723			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

Irvin Hen HF
Chairman of the Board

John M. Walker
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: _____	FAX (A/C, No): _____
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: _____
	PRODUCER CUSTOMER ID#: _____	INSURER(S) AFFORDING COVERAGE
INSURED TONY GUZMAN DBA GUZMAN & ASSOCIATES 210 NOLANA AVE STE B MCALLEN TX 78504-2509	INSURER A: _____	NAIC # _____
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LDC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		53-8424-F44	06/17/2010	08/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 300,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NM) 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 \$

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
---	--

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.

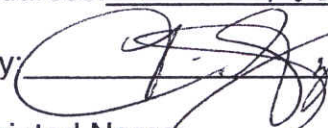
Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves 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:  Tony Guzman 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:  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.


T. Guzman M.Ed., LPC
Authorized Signature

4-29-10
Date

Guzman & Associates
Company

210 Nolana, Ste-B
Address

McAllen, TX. 78504
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.

OFFICE USE ONLY
Date Received

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.

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 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?

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

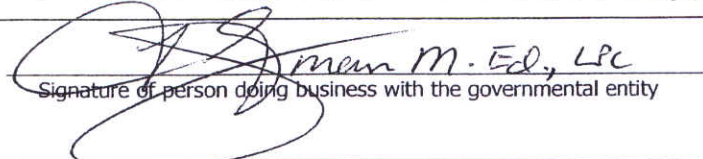
C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

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 Signature of person doing business with the governmental entity



Date
4-29-10

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, 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: _____

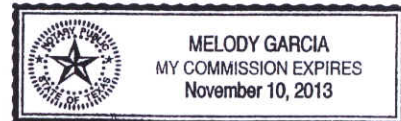
Tony Guzman M.Ed., LPC (owner) (LPC)

Subscribed and sworn to before me this 29th day of April, 2010.

Melody Garcia

Notary Public

My Commission expires: 11/10/2013, 2010



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: <u>Guzman & Associates</u>	Telephone Name: () <u>956-664-1600</u>
dba Name: <u>Tony Guzman</u>	
Legal Name: <u>Tony Guzman</u>	
Mailing Address: <u>210 Nolana, Ste-B / McAllen, TX. 78504</u>	Fax Name: () <u>956-664-1623 (fax)</u> office # <u>956-664-1600</u>
Physical Address: <u>SAME AS ABOVE</u>	
City, State, Zip: <u>SAME AS ABOVE</u>	Tax I.D. No SS# <u>449-33-3020</u> (EIN <u>27-0936433</u>)
Remit to Address: <u>SAME AS ABOVE</u>	City, State, Zip: _____
E-Mail Address: <u>guzmancounseling@att.net</u>	
Representative(s) Name(s) & Title(s) <u>Tony Guzman M.Ed., LPC (owner.)</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No: <u>NONE</u> (Please attached completed W-9 form with this application)	
Federal Identification No or (if individual) SS No <u>449-33-3020</u>	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Tony Guzman M.Ed., LPC</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: Less than 125,000 annual gross receipt <input checked="" type="checkbox"/> Less than 250,000 annual gross receipt _____ Less than 499,000 annual gross receipt _____	Disadvantaged Business (At Least 51% Ownership) Black American _____ Hispanic American <input checked="" type="checkbox"/> Asian Pacific American _____ Native American <input checked="" type="checkbox"/> Women _____ Other _____
Have you been certified as a HUB or an MBE/WBE source?: YES ___ NO <input checked="" type="checkbox"/>	
Indicate Certification No(s): <u>NONE</u> or are Certificate(s) attached?: YES ___ NO <input checked="" type="checkbox"/>	
What type of product(s) is/are solicited by your company?: <u>NONE</u>	
Would you like to be provided with specifications for procurements of such products?: YES ___ NO <input checked="" type="checkbox"/>	
To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____	
Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____	

**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:  Tony Guzman M. Ed., LPC

Print Name: Tony Guzman M. Ed., LPC

Title: Owner

Telephone No.: 956-664-1600 Date: 4-29-10

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

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 [X] 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 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?

[] 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.

Contracted to provide mental health services at JCCC.

4 Signature of person doing business with the governmental entity

[Signature] M. Ed, LLC Tony Guzman (printed name)

Date 6-7-10

**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)
TONY GUZMAN

Business name, if different from above. (See Specific Instruction on page 2)
dba: Guzman & Associates

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.
210 Nolana, Suite-B
 City, state and ZIP code
McAllen, TX. 78504

Remittance Address: if different from legal address number, street, and apt. or suite no.
SAME.
 City, state and ZIP code
SAME.

Phone # (956) 664-1600 Fax # (956) 664-1623 Email address: guzman counseling@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

447-33-3320

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:
- 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
 - 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
 - I am an U.S. person (including an U.S. resident alien).
 - 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: [Signature] Authorized Signature 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:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- 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:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
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

HIDALCO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Rene Ramirez, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By:  _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

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

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

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

- (a) A completed referral on children exhibiting 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
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 depositions (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



**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Print Date: 08/06/09

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:				Program Administrator:
Maria C Quilantan 5400 S Jackson Rd Edinburg, TX 78539-6672				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Marriage/Family Counselor		Code: 80723	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	\$ 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.

Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:



This certifies that

Certificate of Insurance

- 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: **3428 S JACKSON ROAD, EDINBURG TX 78539**
 Location of operations: **3428 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		Limits of Liability (at beginning of policy period)
		Effective Date	Expiration Date	
90-L1-7895-9L	Comprehensive	08/14/2009	08/14/2010	BODILY INJURY AND PROPERTY DAMAGE
	Business Liability			
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> 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		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	
				Each Occurrence \$
				Aggregate \$
Policy Number	Workers' Compensation and Employers Liability	Policy Period		Part I - Workers' Compensation - Statutory Part II - Employers' Liability
		Effective Date	Expiration Date	
				Each Accident \$
				Disease - Each Employee \$
				Disease - Policy Limit \$
Policy Number	Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)
		Effective Date	Expiration Date	
008-7360 C08	AUTO INSURANCE	03/09/10	08/08/10	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.

Juan Cazares
 Signature of Authorized Representative
 AGENT
 Date: 07/13/10
 Agent Name: **JUAN CAZARES**
 Telephone Number: (956) 381-0028

Agents License Stamp
 Agent Code: 83-8790
 AFO Code: F316

1001260

70630830 08 28 2009

REC'D JUL 14 2010

Affidavit & Indemnity Agreement

Date: 5/4/2010

Affiant: Mrs. Maria Cristina Quilantan Diaz

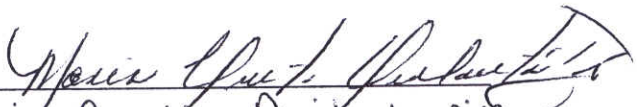
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

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 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.

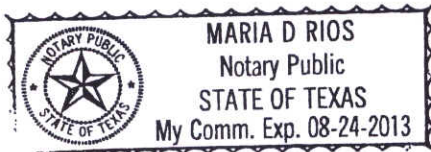
Further Affiant sayeth not.



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 





This certifies that

Certificate of Insurance

- 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		Limits of Liability	
		Effective Date	Expiration Date	(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:				Each Occurrence	\$ 1,000,000.00
<input type="checkbox"/> Products - Completed Operations				General Aggregate	\$ 2,000,000.00
<input type="checkbox"/> Contractual Liability				Product - Completed Operations Aggregate	\$ 2,000,000.00
<input type="checkbox"/> Personal Injury					
<input type="checkbox"/> Advertising Injury					
Policy Number	EXCESS LIABILITY	Policy Period		BODILY INJURY AND PROPERTY DAMAGE	
		Effective Date	Expiration Date	(Combined Single Limit)	
	<input type="checkbox"/> Umbrella			Each Occurrence	\$
	<input type="checkbox"/> Other			Aggregate	\$
Policy Number	Workers' Compensation and Employers Liability	Policy Period		Part I - Workers Compensation - Statutory	
		Effective Date	Expiration Date	Part II - Employers Liability	
				Each Accident	\$
				Disease - Each Employee	\$
				Disease - Policy Limit	\$
Policy Number	Type of Insurance	Policy Period		Limits of Liability	
		Effective Date	Expiration Date	(at beginning of policy period)	
000 7360 C09	AUTO INSURANCE	03/09/10	03/09/10	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

03/10/10

Title

Date

JUAN CAZARES

Agent Name

Telephone Number (956) 381-0928

Agent's Code Stamp

Agent Code 63-0720

AFQ Code F116

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: Maria Cristina Quintana Diaz
DBA Counseling Center of South Texas
Address: 5420 S. Jackson Rd - Edinburg TX 78539
By: Maria Quintana Quintana Diaz
Printed Name: Maria Cristina Quintana Diaz
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 Avila-Diaz

SIGNATURE: Maria Cristina Avila-Diaz

TITLE: owner

TELEPHONE: (956) 631-9000 FAX NO. (956) 631 9013

E-MAIL: ccst@6@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: *Maria Cristina Avelar Torres*
Print Name: Maria Cristina Avelar Torres
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 Guilarte 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.

M. Cristina Guilarte Diaz
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.

OFFICE USE ONLY

Date Received

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.

1 Name of person doing business with local governmental entity.

M. Cristina Gorlantán Díaz dba Counseling Center of South Texas

2 [X] 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 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?

[] 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.

N/A

4 [Signature] 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-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, M.C. Gortostan 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: Maria Gortostan Diaz - owner

Subscribed and sworn to before me this 26 day of April, 2010.
Maria D Rios

Notary Public

My Commission expires: 08/24/13, 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: <i>Maria Cristina Guilantán Díaz</i>	Telephone Name: (<i>956</i>) - <i>6319000</i>	
dba Name: <i>Counseling Center of South Texas</i>		
Legal Name:		
Mailing Address: <i>5420 S. Jackson Rd.</i>	Fax Name: () - <i>956 6319013</i>	
Physical Address: <i>same</i>		
City, State, Zip: <i>Edinburg TX 78539</i>	Tax I.D. No	
Remit to Address: <i>same</i>	City, State, Zip	
E-Mail Address: <i>cost06@yahoo.com</i>		
Representative(s) Name(s) & Title(s) <i>Maria C. Guilantán Díaz - owner</i>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____		
State Identification No: <i>20-5514639</i> (Please attached completed W-9 form with this application)		
Federal Identification No or (if individual) SS No <i>464-31-8013</i>		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <i>Maria Cristina Guilantán Díaz - owner</i>		
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 <input checked="" type="checkbox"/>	Hispanic American <input checked="" type="checkbox"/>	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 <input checked="" type="checkbox"/>		
Indicate Certification No(s): <i>n/a</i> or are Certificate(s) attached?: YES ___ NO ___		
What type of product(s) is/are solicited by your company?: <i>Counseling - Mental Health</i>		
Would you like to be provided with specifications for procurements of such products?: YES ___ NO <input checked="" type="checkbox"/>		
To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____		
Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____		

**Certification For
Primary Covered Transactions**

1. The M/C Quintan 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.

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: Maria Cristina Quintan Diaz

Print Name: Maria Cristina Quintan Diaz

Title: owner

Telephone No.: (956) 631 9000 Date: 4-26-10

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: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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 ▶ <i>Maria C. Quilantan-Diaz</i>	Date ▶ 7-26-10
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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,