

**CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

WHEREAS, the Provider will 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

Children's Care Rehabilitation Center, LLC
106 N. Daniel Salinas Blvd. Ste. A
Donna, Tx 78537

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

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

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

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

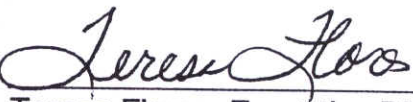
PROVIDER:
CHILDREN'S CARE
REHABILITATION CENTER, LLC

HIDALGO COUNTY
HEAD START PROGRAM

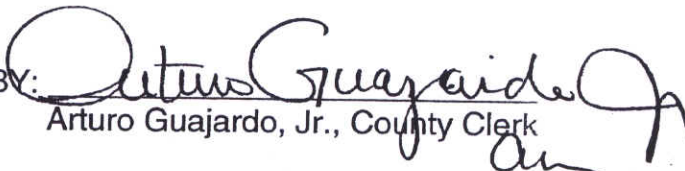
BY: _____
(Provider's Name)

BY: 
Rene Ramirez, County Judge


(Print Name)

BY: 
Teresa Flores, Executive Director

(Title)

BY: 
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: 
Ricardo Gonzalez

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

By: 
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

CHILDREN'S CARE REHABILITATION CENTER, LLC
2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	\$ 50.00
b. Speech Therapy Re-Evaluation	\$ 50.00
c. Speech Therapy Treatments - 30 Minute Units	\$ 35.00
d. Occupational Therapy Evaluation Individual	\$ 50.00
e. Occupational Therapy Re-Evaluation	\$ 50.00
f. Occupational Therapy Treatments - 30 Minute Units	\$ 35.00
g. Physical Therapy Evaluation Individual	\$ 50.00
h. Physical Therapy Re-Evaluation	\$ 50.00
i. Physical Therapy Treatments - 30 Minute Units	\$ 35.00
j. Aquatics - 15/30 Minute Units	\$ N/A



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

Print Date: 03/13/10

Producer 018098	Branch 970	Prefix HPG	Policy Number 0281855209	Policy Period from: 12:01 AM Standard Time on: 03/22/10 to: 12:01 AM Standard Time on: 03/22/11
Named Insured and Address: Children's Care Rehabilitation Center LLC 128 N Salinas Blvd Donna, TX 78537-2926			Program Administrator: Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: Occupational Therapist Firm		Code: 80721		
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	included above			
Deposition Representation	included above			
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid	included above			
Damage to Property of Others	\$ 2,500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit	
Personal Liability	none	

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: \$ 2,659.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10-19-09

PRODUCER
Roci Villanueva Insurance
702 W. Expy 83, Suite A
Pharr, TX 78577
956-782-4208

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Children's Care Rehabilitation Center, LLC
106 N. Daniel Salinas Blvd, Suite A
Donna, TX 78537

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

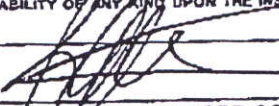
COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001173707	10-25-09	10-25-10	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100	E.L. DISEASE - EA EMPLOYEE	\$ 100	E.L. DISEASE - POLICY LIMIT	\$ 500
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 100													
E.L. DISEASE - EA EMPLOYEE	\$ 100													
E.L. DISEASE - POLICY LIMIT	\$ 500													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
Hidalgo County Headstart Program
PO Box 0117
Edinburg, TX 78540

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER; ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

ACORD 25 (2001/08)

© ACORD CORPORATION 1998

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2010

PRODUCER
JERRY MOLINA INSURANCE
 313 N Ware
 McAllen, TX 78501
 (956) 661-8338

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Childrens Care Rehabilitation Center, LLC
 128 N Daniel Salinas Blvd # A
 Donna, TX 78537-2926

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	FARMERS INSURANCE GROUP	
INSURER B:	SOUTHERN COUNTY MUTUAL	
INSURER C:		
INSURER D:		
INSURER E:		

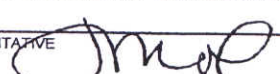
COVERAGES

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

ISR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	069399081	03-22-10	03-22-11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	STC565384	08-11-09	08-11-10	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
HEADSTART PROGRAM
 1901 W HWY 107
 MCALLEN TX 78504
 PO BOX 0117
 EDINBURG TX 78540

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

Jerry Molina Insurance
3313 N Ware Road, #1
McAllen TX 78501
(one block north of Briar Cliff Nursing Home)

Date :	5/28/10	Pages :	2
Time:	4:20 PM		
To :	Maryann .	From :	Jerry Molina
Company :	Headstart	Company :	Jerry Molina Insurance
Fax:	381-0439	Fax:	956-661-0110
Phone :	383-0706	Phone :	956-661-8338

Comments:

Maryann,

Here is a vehicle list for Children's Care Rehab.

Thank You,

Jerry Molina

VISIT OUR WEBSITE
JERRYMOLINA.COM

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0000000000
0000000000

PAGE 01

Vehicle List Report
For:
Childrens Care Rehabilitation

Year	Make	Model	VIN	Cost New
07	HONDA	ODYSSEY	5FNRL38287B081814	
07	HONDA	ODYSSEY	5FNRL382X7B111799	
2010	Honda	Odyssey	5NRL3H29AB050940	

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Children's Care Rehabilitation Center

Address: 128 N. Daniel Salinas Blvd.

By: 

Printed Name: Yvonne T. Castelan

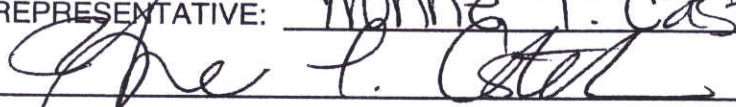
Title: President/CEO

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

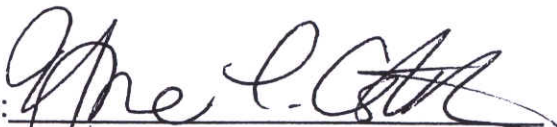
All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Children's Care Rehabilitation Center
ADDRESS: 128 N. Daniel Salinas Blvd.
AUTHORIZED REPRESENTATIVE: Yvonne T. Castelan
SIGNATURE: 
TITLE: President / CEO
TELEPHONE: (957) 464-1002 FAX NO. (957) 464-1007
E-MAIL: Childrenscare.rehabot@rgv.rn.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: 
Print Name: Yvonne T. Castelan
Title: President/CEO
Telephone Number: (950) 404-1002
Date: 4/20/10

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

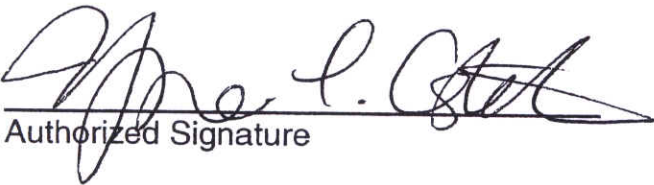
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Yvonne T. Castelan, possess all of the **APPLICABLE**;

1. Licenses: Facility Registered/Licensed by respective state boards.
Speech therapist, Occupational therapist + social workers
2. Bonds: N/A
possess current licensure/certification throughout their respected state boards.
3. Certificates: Certified by Medicare/Medicaid to operate as an outpatient rehab facility. Clinicians are CPR/First Aid Certified.
4. Permits: Safety Permits + Occupancy permits been awarded to this facility by the city of Donna for all requirements.
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature

4/26/10
Date

Children's Care, Rehabilitation Center
Company

128 N. Daniel Salinas Blvd.
Address

Donna, Texas, 78537
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, CCRC, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

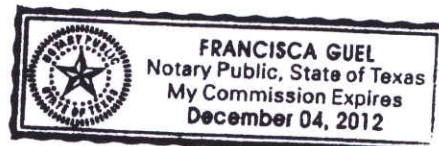
Signature/ Title: _____

Subscribed and sworn to before me this 27 day of April, 2010.

Guel

Notary Public

My Commission expires: Dec. 04, 2012, 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

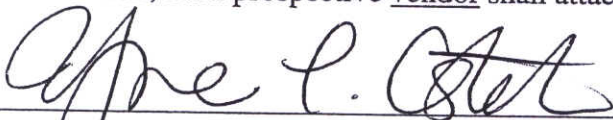
Company Name: <u>Children's Care Rehab</u>		Telephone Name: <u>(956) 464-1002</u>	
dba Name: _____			
Legal Name: _____			
Mailing Address: <u>128 N. Daniel Salinas Blvd.</u>		Fax Name: <u>(956) 464-1007</u>	
Physical Address: _____			
City, State, Zip: <u>Donna, Texas, 78537</u>		Tax I.D. No: <u>202285932</u>	
Remit to Address: _____		City, State, Zip: _____	
E-Mail Address: <u>childrenscarerehabct@rgv.r. com</u>			
Representative(s) Name(s) & Title(s): <u>Yvonne T. Castelan, President CEO</u>			
Type of Organization (check one): <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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: _____			
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 type="checkbox"/> Other, Specify _____			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____			
Small and/or Disadvantaged Business Information (check application criteria)			
Small Business:		Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt _____	Black American _____	Native American _____	
Less than 250,000 annual gross receipt <input checked="" type="checkbox"/>	Hispanic American _____	Women _____	
Less than 499,000 annual gross receipt _____	Asian Pacific American _____	Other _____	
Have you been certified as a HUB or an MBE/WBE source?:		YES _____ NO <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? <u>Speech, occupational, social services</u>			
Would you like to be provided with specifications for procurements of such products?: YES _____ NO _____			
To Be Completed by Head Start: Rec'd by (Procurement): _____		Date Rec'd by (Procurement): _____	
State Forwarded Information to Finance Office: _____		Entry Date: _____ Vendor No: _____	

**Certification For
Primary Covered Transactions**

1. The Children's Care Rehabilitation Center (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Children's Care Rehabilitation Center (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: 

Print Name: Yvonne T. Castelan

Title: President-CEO

Telephone No.: (957) 4104-1002 Date: 4/26/10

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity
this questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

Yvonne T. Castelan

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

Yvonne T. Castelan

9/28/10
Date

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) CHILDREN'S CARE REHABILITATION CENTER, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 128 N. DANIEL SALINAS BLVD.	Requester's name and address (optional)
City, state, and ZIP code DONNA, TEXAS 78537	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								
2	0	2	2	8	5	9	3	2

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 4/26/10
------------------	----------------------------	-----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **RGV Enterprises, LLC. dba/ Little All-Stars Children's Rehab. DayCare** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

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

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

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

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

WHEREAS, the Provider will 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

RGV Enterprises LLC. dba/ Little All-Stars
Children's Rehab. DayCare
710 S. Cage Blvd. Ste B
Pharr, Texas 78577

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

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.
- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

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

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

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

PROVIDER:
RGV Enterprises LLC. dba/ Little All-Stars
Children's Rehab. DayCare

HIDALGO COUNTY
HEADSTART PROGRAM

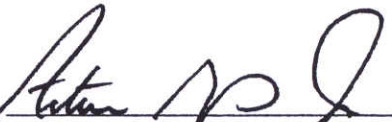
BY: _____
(Provider's Name)

BY: 
Rene Ramirez, County Judge

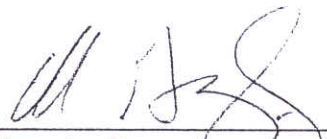
(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: 
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: 
Ricardo Gonzalez

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

By: 
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B Fee Schedule

**RGV ENTERPRISES LLC, DBA LITTLE ALL-STARS
CHILDRENS REHAB. DAY CARE
2010-2011**

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	\$ 65.00
b. Speech Therapy Re-Evaluation	\$ 65.00
c. Speech Therapy Treatments - 30 Minutes Units	\$ 37.00
d. Occupational Therapy Evaluation Individual	\$ 65.00
e. Occupational Therapy Re-Evaluation	\$ 65.00
f. Occupational Therapy Treatments - 30 Minute Units	\$ 37.00
g. Physical Therapy Evaluation Individual	\$ 65.00
h. Physical Therapy Re-Evaluation	\$ 65.00
i. Physical Therapy Treatments - 30 Minute Units	\$ 37.00
j. Aquatics - 15/30 Minute Units	\$ n/a



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ISSUER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B: COLONY INSURANCE

INSURER C:

INSURER D:

INSURER E:

INSURED

RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

COVERAGES

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

NSR ADD'L TR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RFRN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		07/16/2009	07/16/2010	EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WG STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER PROFESSIONAL	AP511695	07/16/2009	07/16/2010	PER CLAIM	1,000,000
					AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
HEAD START PROGRAM
ATTN: MARYANN
1901 W HIGHWAY 107
MCALLEN TX 78504-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

A1103992



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2010

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RGV ENTERPRISE LLC
LITTLE ALL STARS DAYCARE
710 S CAGE SUITE B
PHARR TX 78577-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE COUNTY MUTUAL	
INSURER B: COLONY INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADDL LTB INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AP511695	07/16/2009	07/16/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/M If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-FR <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
HIDALGO COUNTY
HEAD START PROGRAM
ATTN: MARYANN
1901 W HIGHWAY 107
MCALLEN TX 78504-

CANCELLATION AI 103992
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE *[Signature]*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2010

AGENCY THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED RGV ENTERPRISE LLC LITTLE ALL STARS DAYCARE 710 S CAGE SUITE B PHARR TX 78577-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: <u>PROGRESSIVE COUNTY MUTUAL</u></td> <td></td> </tr> <tr> <td>INSURER B: _____</td> <td></td> </tr> <tr> <td>INSURER C: _____</td> <td></td> </tr> <tr> <td>INSURER D: _____</td> <td></td> </tr> <tr> <td>INSURER E: _____</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <u>PROGRESSIVE COUNTY MUTUAL</u>		INSURER B: _____		INSURER C: _____		INSURER D: _____		INSURER E: _____	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <u>PROGRESSIVE COUNTY MUTUAL</u>													
INSURER B: _____													
INSURER C: _____													
INSURER D: _____													
INSURER E: _____													

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (EA occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP OF AGG \$ _____								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05470918-01	06/15/2010	06/15/2011	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN EA ACC AGG \$ _____ AUTO ONLY: AGG \$ _____								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ _____ <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ _____ \$ _____								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATU-TORY LIMITS</td> <td style="width:50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT \$ _____</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$ _____</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$ _____</td> <td></td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$ _____		E.L. DISEASE - EA EMPLOYEE \$ _____		E.L. DISEASE - POLICY LIMIT \$ _____	
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT \$ _____														
E.L. DISEASE - EA EMPLOYEE \$ _____														
E.L. DISEASE - POLICY LIMIT \$ _____														
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 2006 DODGE CARAVAN VIN: 1D4GP25B06B513961
 2002 DODGE VAN VIN: 1B4GP44392B641044
 2009 FORD ECONOLINE WA VIN: 1FBNE31L89DA66551
 2010 NISSAN SENTRA VIN: 3N1ABGAP3AL653393

CERTIFICATE HOLDER HIDALGO COUNTY HEAD START PROGRAM ATTN: MARYANN 1901 W HIGHWAY 107 MCALLEN TX 78504-	CANCELLATION AI 103992 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

**Certification For
Primary Covered Transactions**

- RGV ENTERPRISES LLC
1. The LITTLE ALL-STARS RETAB (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.

- RGV ENTERPRISES LLC
2. Where the LITTLE ALL-STARS RETAB (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: Alfredo Aguilar

Print Name: ALFREDO AGUILERA, OTR

Title: CEO

Telephone No.: 956-961-4176 Date: 04-14-2010

HIDALGO COUNTY

Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: <u>RGV ENTERPRISES LLC</u>		Telephone Name: <u>(956) 961-4176</u>
dba Name: <u>LITTLE ALL-STARS CHILDRENS REHAB</u>		
Legal Name:		
Mailing Address: <u>710 S. CAGE BLVD STE B</u>		Fax Name: <u>(956) 961-4170</u>
Physical Address: <u>710 S. CAGE BLVD STE B</u>		
City, State, Zip: <u>PHARR TX 78577</u>		Tax I.D. No <u>32-0282264</u>
Remit to Address:		City, State, Zip
E-Mail Address: <u>LITTLEALLSTARSREHAB@YAHOO.COM</u>		
Representative(s) Name(s) & Title(s) <u>ALFREDO AGUILERA OTR, CEO</u>		
Type of Organization(check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> <u>LLC</u> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____		
State Identification No: <u>801113215</u> (Please attached completed W-9 form with this application)		
Federal Identification No or (if individual) SS No <u>32-0282264</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>ALFREDO AGUILERA OTR, CEO</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:		Disadvantaged Business (At Least 51% Ownership)
Less than 125,000 annual gross receipt <input checked="" type="checkbox"/>	Black American <input type="checkbox"/>	Native American <input type="checkbox"/>
Less than 250,000 annual gross receipt <input type="checkbox"/>	Hispanic American <input checked="" type="checkbox"/>	Women <input type="checkbox"/>
Less than 499,000 annual gross receipt <input type="checkbox"/>	Asian Pacific American <input type="checkbox"/>	Other <input type="checkbox"/>
Have you been certified as a HUB or an MBE/WBE source?:		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Indicate Certification No(s): _____		or are Certificate(s) attached?: YES <input type="checkbox"/> NO <input type="checkbox"/>
What type of product(s) is/are solicited by your company? <u>N/A</u>		
Would you like to be provided with specifications for procurements of such products ?:		YES <input type="checkbox"/> NO <input 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: _____

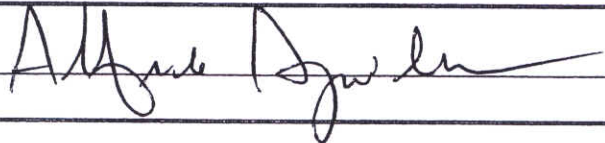
EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Maria G. Garza, being first duly sworn, deposes that:

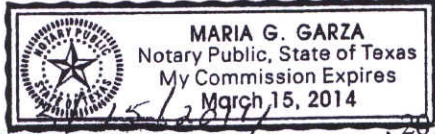
- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: 

Subscribed and sworn to before me this 23rd day of April, 2010.

Maria G. Garza

Notary Public



My Commission expires: 15/2014, 2010

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.

Handwritten initials and date: 04/14/10

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.

ALFREDO AGUILERA, CEO

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

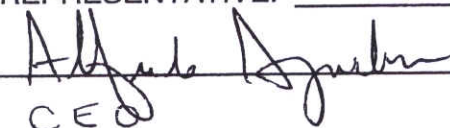
04/14/2010
Date

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS FOR HIDALGO COUNTY HEAD START PROGRAM "SPECIAL SERVICES PROVIDERS" RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: RGV ENTERPRISES LLC DBA LITTLE ALL-STARS CHILDRENS REHAB
ADDRESS: 710 S. CAGE BLVD STE B PHARR TX 78577
AUTHORIZED REPRESENTATIVE: ALFREDO AGUILERA, OTR
SIGNATURE: 
TITLE: CEO
TELEPHONE: 956-961-4176 FAX NO. 956-961-4170
E-MAIL: LITTLE ALLSTARSREHAB@YAHOO.COM
DATE: 04-14-2010


PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, RGV ENTERPRISES LLC DBA ^{LITTLE ALL-STAR'S CHILDREN'S REHAB}, possess all of the **APPLICABLE**;

1. Licenses: SPEECH THERAPY, OCCUPATIONAL & PHYSICAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature

04/14/2010
Date

RGV ENTERPRISES LLC DBA LITTLE ALL-STAR'S CHILDREN'S REHAB
Company

710 S. CAGE BLVD STE B
Address

PHARR TX 78577
City, State, Zip

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Alfredo Aguilera
Print Name: ALFREDO AGUILERA
Title: CEO
Telephone Number: 956-961-4176
Date: 04-14-2010

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

Request For Qualification

"SPECIAL SERVICES PROVIDERS"

RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

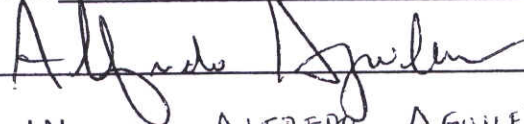
Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: PGV ENTERPRISES LLC, DBA LITTLE ALL-STARS CHILDRENS REHAB

Address: 710 S. CAGE BLVD STE B

By: 

Printed Name: ALFREDO AGUILERA, OTR/CEO

Title: CEO

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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.

RGV ENTERPRISES LLC DBA LITTLE ALL-STARS CHILDRENS REHAB

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

JAVIER ORTIZ

05-21-2010

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) RGV Enterprises LLC	
Business name, if different from above Little All-Stars Childrens REhab	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" 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.) 710 S Cage Blvd Ste B	Requester's name and address (optional)
City, state, and ZIP code Pharr TX 78577	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
: : :	: : :
or	
Employer identification number	
32 : :	0282264

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/24/2010</u>
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

River Health Care, LLC dba /Treehouse Rehab Center
327 W. 3rd St.
Mercedes, Tx 78570

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

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

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

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

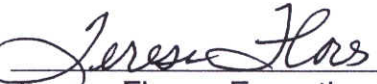
PROVIDER:
RIVER HEALTH CARE, LLC
DBA / TREEHOUSE REHAB CENTER

HIDALGO COUNTY
HEAD START PROGRAM

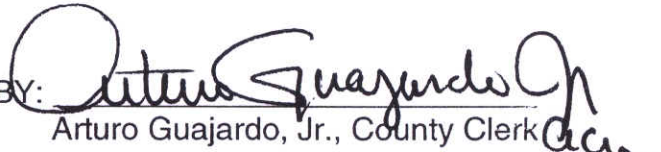
BY: _____
(Provider's Name)

BY: 
Rene Ramirez, County Judge

(Print Name)

BY: 
Teresa Flores, Executive Director

(Title)

BY: 
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: 
Ricardo Gonzalez

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

By: 
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

RIVER HEALTH CARE, LLC DBA/ TREEHOUSE REHAB CENTER

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	\$ 10.00
b. Speech Therapy Re-Evaluation	\$ 10.00
c. Speech Therapy Treatments - 30 Minutes Units	\$ 10.00
d. Occupational Therapy Evaluation Individual	\$ 10.00
e. Occupational Therapy Re-Evaluation	\$ 10.00
f. Occupational Therapy Treatments - 30 Minute Units	\$ 10.00
g. Physical Therapy Evaluation Individual	\$ 10.00
h. Physical Therapy Re-Evaluation	\$ 10.00
i. Physical Therapy Treatments - 30 Minute Units	\$ 10.00
j. Aquatics - 15/30 Minute Units	\$ n/a

From: Willis of Texas McAllen Tx To: Mary Ann Page: 2/4 Date: 5/25/2010 9:34:29 AM
 Client#: 13282 TREEREH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/25/2010
PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED River Health Care LLC DBA Treehouse Rehabilitation Center 327 West 3rd. Street Mercedes, TX 78570	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B: SOUTHERN VANGUARD INSURANCE COM	
	INSURER C: Progressive County Mutual	24260
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	64200318	04/16/10	04/16/11	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE \$2,000,000 PRODUCTS - COM/JOY AGG \$2,000,000
C	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	054850340	06/30/09	06/30/10	COMBINED SINGLE LIMIT (EA accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000304702	08/19/09	08/19/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER FL EACH ACCIDENT \$500,000 FL DISEASE - EA EMPLOYEE \$500,000 FL DISEASE - POLICY LIMIT \$500,000
A	OTHER Professional Liability	64200318	04/16/10	04/16/11	\$2,000,000 Aggregate \$1,000,000 \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Mateo Diaz IV, Owner

Vehicles: 2007 Dodge Van #2659, 2006 Dodge Van #8425 & 2009 Dodge Caravan #0174

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Headstart Program P O Box 0117 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Brian E Lewis</i>
--	---

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.


Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Mateo Diaz IV, of Treehouse Rehab

Address: 327 W. 3rd St Mercedes, Tx 78570

By: Mateo Diaz, IV 

Printed Name: MATEO DIAZ IV

Title: President/Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: River Health Care DBA Treehouse Rehab

ADDRESS: 327 W. 3rd Mercedes, Tx 78570

AUTHORIZED REPRESENTATIVE: MATEO DIAZ, IV

SIGNATURE: 

TITLE: President / Administrator

TELEPHONE: 956-565-9300 FAX NO. 956-565-9686


E-MAIL: treehousererehab@aol.com

DATE: 04/08/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: 
Print Name: Mateo Dierz, IV
Title: President/Administrator
Telephone Number: 956-565-9300
Date: 4/08/2010

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

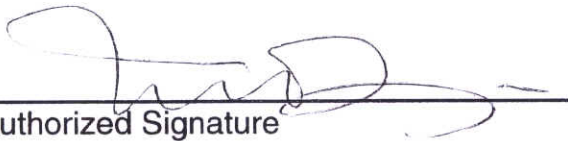
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Mateo Diaz of Treehouse, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature

04/08/2010
Date

Treehouse Rehab
Company

327 W. 3rd St
Address

Mercedes, Tx 78570
City, State, Zip

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: <u>Treehouse Rehab</u>		Telephone Name: <u>956 565-9300</u>
dba Name: <u>Treehouse Rehab</u>		
Legal Name: <u>River Healthcare, L.L.C.</u>		
Mailing Address: <u>327 W. 3rd St</u>		Fax Name: <u>956-565-9686</u>
Physical Address: <u>327 W. 3rd St</u>		
City, State, Zip: <u>Mercedes, Tx 78570</u>		Tax I.D. No <u>364595948</u>
Remit to Address: <u>327 W. 3rd St</u>		City, State, Zip <u>Mercedes, Tx 78570</u>
E-Mail Address: <u>treehousererehab@aol.com</u>		
Representative(s) Name(s) & Title(s) <u>Mateo Diaz, IV OTR - President / Administrator</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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>364595948</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>Therapy Center</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Mateo Diaz, IV</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:		Disadvantaged Business (At Least 51% Ownership)
Less than 125,000 annual gross receipt <input checked="" type="checkbox"/>	Black American <input type="checkbox"/>	Native American <input type="checkbox"/>
Less than 250,000 annual gross receipt <input type="checkbox"/>	Hispanic American <input checked="" type="checkbox"/>	Women <input type="checkbox"/>
Less than 499,000 annual gross receipt <input type="checkbox"/>	Asian Pacific American <input type="checkbox"/>	Other <input type="checkbox"/>
Have you been certified as a HUB or an MBE/WBE source?: YES ___ NO ___		
Indicate Certification No(s): _____ or are Certificate(s) attached?: YES ___ NO ___		
What type of product(s) is/are solicited by your company? _____		
Would you like to be provided with specifications for procurements of such products?: YES ___ NO ___		
To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____		
Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____		

**Certification For
Primary Covered Transactions**

1. The Treehouse (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Treehouse (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: 

Print Name: Mateo Diaz, IV

Title: President/Administrator

Telephone No.: 956-565-9300 Date: 04/08/2010

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
 RIVER HEALTH CARE, LLC DBA Treehouse Rehab

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
 327 W. 3rd St.

City, state, and ZIP code
 Mercedes, TX 78570

List account number(s) here (optional)

Requester's name and address (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.

Social security number

or

Employer identification number
 36-4595948


Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person  Date ▶ 05/04/06/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 request side form if it is

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

Rising Stars Therapy Center, LLC
2402 Brock ST. Ste. B
Mission TX, 78572

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

obligations or rights under this Contract to any person without the prior written consent of the Program.

- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision


or unenforceable provision had never been contained herein.

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

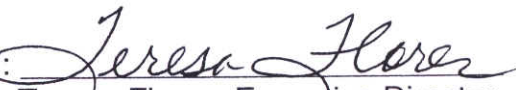
IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

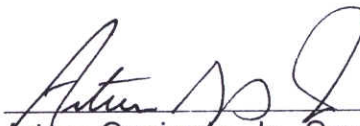
PROVIDER:
RISING STARS THERAPY CENTER, LLC

HIDALGO COUNTY
HEAD START PROGRAM

BY: 
(Provider's Name)
Elizabeth Medina
(Print Name)
CEO
(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 Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B
Fee Schedule

RISING STARS THERAPY CENTER, LLC
2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable Reimbursements:

1. The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation	\$ 50.00
b. Speech Therapy Evaluation	\$ 50.00
c. Speech Therapy Session	\$ 30.00
d. Nutritional Evaluation	\$ 50.00
e. Nutritional Consultation	\$ 300.00
f. Occupational Therapy	\$ 30.00
g. Physical Therapy Evaluation Individual	\$ N/A
h. Physical Therapy Re-Evaluation	\$ N/A
i. Physical Therapy Treatments-30 Minute Units	\$ N/A
j. Aquatics-15/30 Minute Units	\$ N/A

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/10

PRODUCER
Roel Villanueva Insurance
702 W. Expy 83, Ste A
Pharr, TX 78577
956-702-4200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Rising Stars Therapy Center
2402 Brock St., Ste B
Mission, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INDRR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0001202556	06/26/09	06/26/10	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100	E.L. DISEASE - EA EMPLOYEE	\$ 100	E.L. DISEASE - POLICY LIMIT	\$ 500
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 100												
E.L. DISEASE - EA EMPLOYEE	\$ 100												
E.L. DISEASE - POLICY LIMIT	\$ 500												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS													

CERTIFICATE HOLDER

Hidalgo County Headstart Program
PO Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Exhibit B Fee Schedule

RISING STARS THERAPY CENTER, LLC
2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	\$ 50.00
b. Speech Therapy Re-Evaluation	\$ 50.00
c. Speech Therapy Treatments - 30 Minute Units	\$ 30.00
d. Occupational Therapy Evaluation Individual	\$ 50.00
e. Occupational Therapy Re-Evaluation	\$ 30.00
f. Occupational Therapy Treatments - 30 Minute Units	\$ 30.00
g. Physical Therapy Evaluation Individual	\$ n/a
h. Physical Therapy Re-Evaluation	\$ n/a
i. Physical Therapy Treatments - 30 Minute Units	\$ n/a
j. Aquatics - 15/30 Minute Units	\$ n/a

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/27/2010

PRODUCER
EDDY MOLINA INSURANCE
 N Ware
 Mcallen, TX 78501
 (956) 661-8338
 INSURED
Rising Stars Therapy Center, LLC
 2402 Brock St, Ste B
 Mission, TX 78572

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE GROUP	
INSURER B: SOUTHERN COUNTY MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	

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

SR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	069399082	06-12-09	06-12-10	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$	
B		AUTOMOBILE LIABILITY	STC565593	08-17-09	08-17-10	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
		<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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				AGGREGATE	\$
		OTHER					\$
						WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
 Headstart Program
 1901 W Hwy 107
 Mcallen Tx 78504

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

MAY 17 2010 2:22 PM

UNIT DESCRIPTION

Unit #	Year	Age	Make & Model	Vin	ACV	Terr	Unit Type
1	2005	5	PONTIAC 7 PASS VAN	1GMDV03L950285298	23180	57	Trk
2	2007	3	HONDA ODYSSEY VAN	1FNRL38287B073598	24888	57	Trk
3	2008	2	HONDA CIVIC	1HGA16518L116531	19317	57	Trk
4	2008	2	FORD F350	1FBSS31L380B34362	38328	57	Trk
5	2007	3	HONDA ODYSSEY VAN	5FNRL382088075888	24885	57	Trk
6	2008	2	HONDA ODYSSEY VAN	5FNRL382988091338	24885	57	Trk

UNIT INFORMATION

Unit #	Radius	Zone G/T	Use	GVW	Class Code	Prim Fct	Sec Fct	Border	Ded Comp/Col	S/C	Bob Tall	PDR
1	100	/	S	0	01134	1.00	1.00	Yes	501/501	0.81	No	4.48
2	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.48
3	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.45
4	100	/	S	10000	01135	1.00	2.00	Yes	501/501	0.81	No	4.23
5	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.48
6	100	/	S	10000	01134	1.00	1.00	Yes	501/501	0.81	No	4.48

LIENHOLDER INFORMATION

1	GMAC	P O BOX 680208 DALLAS, TX 75266
2	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY MD 21085-0200
3	AMERICAN HONDA FINANCE	P O BOX 650200 HUNT VALLEY, MD 21085-0200
4	FORD MOTOR CREDIT CO	P O BOX 105704 ATLANTA GA 30348
5	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY, MD 21085-0200
6	AMERICAN HONDA FINANCE	PO BOX 650200 HUNT VALLEY, MD 21085-0200

PREMIUM BREAKDOWN

Unit #	BI	PD	PIP	UMBI	UMPD	Comp	Coll	SUBTOTAL
1	\$1,249.00	\$0.00	\$200.00	\$350.00	\$0.00	\$413.00	\$620.00	\$2,832.00
2	\$1,249.00	\$0.00	\$200.00	\$350.00	\$0.00	\$445.00	\$688.00	\$2,912.00
3	\$1,249.00	\$0.00	\$200.00	\$350.00	\$0.00	\$344.00	\$518.00	\$2,659.00
4	\$1,878.00	\$0.00	\$300.00	\$350.00	\$0.00	\$649.00	\$973.00	\$4,148.00
5	\$1,249.00	\$0.00	\$200.00	\$350.00	\$0.00	\$440.00	\$659.00	\$2,898.00
6	\$1,249.00	\$0.00	\$200.00	\$350.00	\$0.00	\$440.00	\$659.00	\$2,898.00



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

018098	970	HPG	0282021844	from: 12:01 AM Standard Time on: 05/01/10 to: 12:01 AM Standard Time on: 05/01/11
Rising Stars Therapy Center, LLC 2402 Brock St Ste B Mission, TX 78572-3257 Medical Specialty: Speech Language Pathologist Firm			Code: 80716	Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218 American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 25,000	aggregate
Deposition Representation			\$ 10,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid			\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	Included in A. PL limit shown above	
Fire & Water Legal Liability	Included in A. PL limit shown above subject to \$150,000 sub-limit	
Personal Liability	none	

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: \$ 1,294.00

QUESTIONS? CALL: 1-888-288-3594

G-121500-D G-121503-C G-121501-C G-53752-C42
 G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
 GSL3886 GSL3908

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed

Chairman of the Board

John M. Ziker

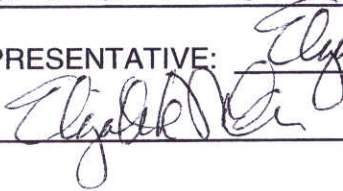
Secretary

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS FOR HIDALGO COUNTY HEAD START PROGRAM "SPECIAL SERVICES PROVIDERS" RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.


All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: RISING STARS THERAPY CENTER LLC
ADDRESS: 2402 BRACK ST STE B MISSION TX 78572
AUTHORIZED REPRESENTATIVE: Elizabeth Medina
SIGNATURE: 
TITLE: CEO
TELEPHONE: 956 583 7752 FAX NO. _____
E-MAIL: risingstarsrehab@aol.com
DATE: 04/09/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: 
Print Name: Elizabeth Medina
Title: CEO
Telephone Number: (954) 583-7752
Date: 4/09/10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Rising Stars Therapy Center, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Elizabeth Medina
Authorized Signature

4/09/10
Date

Rising Stars Therapy Center
Company

2402 Brock St. Ste B
Address

Mission Tx 78572
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity his questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

Rising Stars Therapy Center LLC

OFFICE USE ONLY	
Date Received	

1 Name of person doing business with local governmental entity.

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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 *Elizabeth McKin*

Signature of person doing business with the governmental entity

4/09/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, *Elizabeth Medina*
dba Rising Stars Therapy Gr., being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

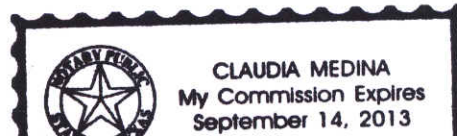
Elizabeth Medina CEO

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

Claudia Medina

Notary Public

My Commission expires: Sept. 14, 2013, 2010



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>Rising Stars Therapy Center LLC</u>		Telephone Name: <u>(956) 583 7792</u>
dba Name:		
Legal Name:		
Mailing Address: <u>2402 Brack St Ste B</u>	Fax Name: <u>(956) 583 7793</u>	
Physical Address: <u>2402 Brack St Ste B</u>		
City, State, Zip: <u>Mission TX 78572</u>	Tax I.D. No: <u>202193722</u>	
Remit to Address:	City, State, Zip <u>Mission</u>	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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 _____		
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 _____		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Elizabeth Medina, Owner CEO</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt <input type="checkbox"/>	Black American <input type="checkbox"/>	Native American <input type="checkbox"/>
Less than 250,000 annual gross receipt <input type="checkbox"/>	Hispanic American <input checked="" type="checkbox"/>	Women <input checked="" type="checkbox"/>
Less than 499,000 annual gross receipt <input type="checkbox"/>	Asian Pacific American <input type="checkbox"/>	Other <input type="checkbox"/>
Have you been certified as a HUB or an MBE/WBE source?: YES <input type="checkbox"/> NO <input type="checkbox"/>		
Indicate Certification No(s): _____ or are Certificate(s) attached?: YES <input type="checkbox"/> NO <input type="checkbox"/>		
What type of product(s) is/are solicited by your company? <u>Rehabilitative Services</u>		
Would you like to be provided with specifications for procurements of such products?: YES <input checked="" type="checkbox"/> NO <input 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 RISING STARS THERAPY CTR (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the RISING STARS THERAPY CTR (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Elizabeth Medina

Print Name: Elizabeth Medina

Title: CEO

Telephone No.: 951 583 7752 Date: 4/09/10

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 (Use legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific instruction on page 2):

Rising Stars Therapy Center, LLC

Business name, if different from above. (See Specific instruction on page 2)

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

Legal Address: number, street, and apt. or suite no.

2402 Brock St. Ste. B.

City, state and ZIP code

Mission, TX. 78572

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

City, state and ZIP code

Phone # (Area) 583-7752 Fax # (Area) 583-7793 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

20-2193322

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- 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 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
- 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 Authorized Signature [Signature] Date 4/09/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester); and, when applicable, to:

- 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 I 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.

Please print or type

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Head 2 Toes Rehab., Inc.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the 31st day of **August, 2011** or as provided herein.

WITNESSETH:

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

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

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

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

WHEREAS, the Provider will examined and treat the program participants on the terms

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

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

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

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

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

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

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

Head To Toes Rehab, Inc.
931 South Alamo
Alamo, Texas 78516

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

obligations or rights under this Contract to any person without the prior written consent of the Program.

- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision


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.

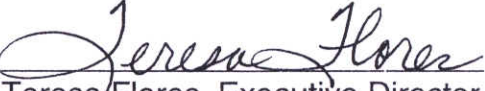
IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

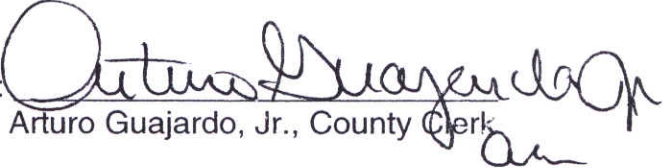
PROVIDER:
Head To Toes Rehab, Inc.

HIDALGO COUNTY
HEAD START PROGRAM

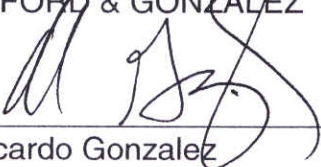
BY: 
(Provider's Name)
Noe Reyes
(Print Name)
President
(Title)

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 Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B Fee Schedule

HEAD 2 TOES REHAB, INC 2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Assessment/Re-assessment	\$ 50.00
b. Speech Therapy Monthly assessment	\$ 50.00
c. Speech Therapy Treatments	\$ 20/15 min
d. Occupational Therapy Assessment/Re-assessment	\$ 50.00
e. Occupational Therapy monthly assessment	\$ 50.00
f. Occupational Therapy Treatments -	\$ 20/15 min
g. Physical Therapy Assessment/Re-Assessment	\$ 50.00
h. Physical Therapy Monthly assessment	\$ 50.00
i. Physical Therapy Treatments -	\$ 20/15 min
j. Aquatics - 15/30 Minute Units	\$ N/A

Commercial Certificate of Insurance

Agency
 Name • ROBERT GARZA INS AGENCY
 & • 1109 W NOLANA AVE #101
 Address • MCALLEN, TX. 78504

Issue Date (MM/DD/YY) 04/29/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 321

Insured
 Name • HEAD 2 TOES REHAB INC
 & • NOE REYES
 Address • 931 ALAMO RD
 • ALAMO, TX. 78516

Companies Providing Coverage:

- Company A Truck Insurance Exchange
- Company B Farmers Insurance Exchange
- Company C Mid-Century Insurance Company
- Company D EVANSTON INSURANCE CO

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D	<input checked="" type="checkbox"/> General Liability	COMP GL #183634-A	04/29/10	04/29/11	General Aggregate	\$ 1,000,000.00
	<input checked="" type="checkbox"/> Commercial General Liability	PROFESSIONAL LIA	04/29/10	04/29/11	Products-Comp/OPS Aggregate	\$ 1,000,000.00
	- Occurrence Version	EVANSTON INS CO			Personal & Advertising Injury	\$ 1,000,000.00
	Contractual - Incidental Only				Each Occurrence	\$ 1,000,000.00
	Owners & Contractors Prot.			Fire Damage (Any one fire)	\$	
					Medical Expense (Any one person)	\$
B	<input checked="" type="checkbox"/> Automobile Liability	#60473-21-82	04/13/10	04/13/11	Combined Single Limit	\$
	<input checked="" type="checkbox"/> All Owned Commercial Autos	FARMERS TX CM			Bodily Injury (Per person)	\$ 300,000.00
	Scheduled Autos	INCLUDES: UNINS UNDERINS COV	04/13/10	04/13/11	Bodily Injury (Per accident)	\$ 500,000.00
	Hired Autos				Property Damage	\$ 500,000.00
	Non-Owned Autos			Garage Aggregate	\$	
	Garage Liability					
	Umbrella Liability				Limit	\$
B	<input checked="" type="checkbox"/> Workers' Compensation and	WORKERS COMP IN	04/29/10	04/29/11	Statutory	
	Employers' Liability	FARMERS #0519FY	04/29/10	04/29/11	Each Accident	\$ 100,000.00
					Disease - Each Employee	\$ 100,000.00
					Disease - Policy Limit	\$ 500,000.00

Description of Operations/Vehicles/Restrictions/Special items:

Certificate Holder

Name • HIDALGO COUNTY HEAD START
 & • PROGRAM
 Address • PO BOX 0117
 • EDINBURG, TX. 78540

Cancellation

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

ROBERT GARZA JR. AGENT

MAY/24/2010/MON 11:59 AM
MAY 24 2010 9:36AM

HEAD 10 TUES REHAB
ROBERT GRICH INSURANCE

FAX NO. 9567871126
554-3064

P. 002
P. 1

**TEXAS
BUSINESS AUTO
COVERAGE FORM
DECLARATIONS**

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4888 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
Regional Offices: 180 Farmers Circle, Austin, Texas 78728
17105 FM 1325, Austin, Texas 78728

ITEM ONE

NAMED INSURED: **REYES, NOE**
INSURED: **HEAD 2 TUES REHAB**
MAILING ADDRESS: **931 S ALAMO RD**
ALAMO TX 78516

QW49130
Monthly Pay Plan No.
19-42-321 **60473-21-R2**
Agent Policy Number

Form of Business: **DOCTOR'S OFFICE**
 Individual Partnership
 Corporation Other

RENEWALS NO:

Policy Period from **04/13/10** to **04/13/11** 12:01 AM Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)
LIABILITY Bodily Injury Property Damage Combined Liability	7	\$ 500 each person/\$ 500 each accident \$ 500 each accident
PERSONAL INJURY PROTECTION	SEE END.	\$ SEE SCHEDULE
AUTO MEDICAL PAYMENTS	7	\$ SEE SCHEDULE
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	\$ 500 each person/\$ 500 each accident \$ 500 each accident
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed autos.
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is less minus \$25 Ded. for Each Covered Auto for loss Caused by Mischief or Vandalism. See Item Four for hired or borrowed Autos.
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. See Item four for hired or borrowed Autos.
PHYSICAL DAMAGE TOWING AND LABOR	7	\$ SEE SCHEDULE for each disablement of a covered auto.

COUNTERSIGNED 5/24/2010 By [Signature]
(Date) (Authorized Representative)

**ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED		TERRITORY Town & State where Covered Auto will be principally garaged
		Original Cost New	Actual Cost & New (N) USED (U)	
2	06 CHRYSLER 2C4BP44K7SR591798 TOWN & COU	24770		ALAMO TX 57
3	03 DODGE 1D4EP243X3B15088 GRAND CARA	22210		ALAMO TX 57
4	06 FORD 2FM7A52296BA20511 FREESTAR S	26925		ALAMO TX 57

JUN/02/2010/WED 11:26 AM

HEAD TO TOES REHAB

FAX No. 9567871126

P. 002/045



Head To Toes
Rehab, Inc

OFFICE
931 South Alamo Rd
Alamo, Texas 78516

PHONE
956-787-1124

FAX
956-787-1126

EMAIL
nreyes@head2toesrehab.com

2010 - 2011 Fee Schedule

1 The provider shall be paid only for full and satisfactory completion of the following services:

Speech Therapy Assessment/Re-assessment	\$50.00
Speech Therapy Monthly assessment	\$50.00
Speech Therapy Treatments	\$20/15 min-unit
Transportation	Courtesy

Occupational Therapy Assessment/Re-assessment	\$50.00
Occupational Therapy Monthly assessment	\$50.00
Occupational Therapy Treatments	\$20/15 min-unit
Transportation	Courtesy

Physical Therapy Assessment/Re-assessment	\$50.00
Physical Therapy Monthly assessment	\$50.00
Physical Therapy Treatments	\$20/15 min-unit
Transportation	Courtesy

381-0439

MAY/11/2010/TUE 12:21 PM
MAY-06-2010 00:02

HEAD TO TOES REHAB
HCHSP PROGRAM

FAX No. 9567871126

P. 002
956 381 0439 P.02

2101634

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

Noe Reyes representing Head To Toes Rehab, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

NR
Signature of person doing business with the governmental entity

5/11/10
Date

**Certification For
Primary Covered Transactions**

1. The Head To Toes Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Head To Toes Rehab (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: 

Print Name: Noe Reyes

Title: Owner / Administrator

Telephone No.: 956-787-1124 Date: 4/28/2010

Request For Qualification
"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Head To Toes Rehab

Address: 931 S. Alamo Rd Alamo Tx 78577

By: _____

Printed Name: Noe Reyes

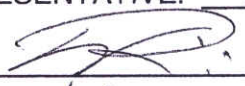
Title: owner / administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS FOR HIDALGO COUNTY HEAD START PROGRAM "SPECIAL SERVICES PROVIDERS" RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.


All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Head To Toes Rehab.
ADDRESS: 931 S. Alamo Rd Alamo Tx 78577
AUTHORIZED REPRESENTATIVE: Noe Reyes
SIGNATURE: 
TITLE: Owner / Administrator
TELEPHONE: 956-787-1124 FAX NO. 956-787-1126
E-MAIL: _____
DATE: 4/28/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:  _____
Print Name: Noe Reyes
Title: Owner / Administrator
Telephone Number: 956-787-1124
Date: 4/28/2010

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Noe Reyes, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

4/28/10

Date

Head To Toes Rehab

Company

931 S. Alamo Rd

Address

Alamo Tx 78514

City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Noe Reyes, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

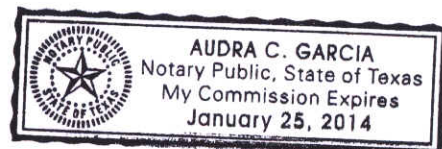
Signature/ Title: _____

Subscribed and sworn to before me this 28 day of April, 2010.

Noe Reyes.

Notary Public

My Commission expires: January 25, 2014, 2010



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>Head To Toes Rehab</u>		Telephone Name: <u>956 787-1124</u>
dba Name: <u>Head To Toes Rehab Inc</u>		
Legal Name: <u>Head To Toes Rehab Inc</u>		
Mailing Address: <u>931 S. Alamo Rd Alamo Tx 78416</u>		Fax Name: <u>956-787-1126</u>
Physical Address: <u>931 S. Alamo Rd</u>		
City, State, Zip: <u>Alamo Tx 78516</u>		Tax I.D. No <u>26-4230832</u>
Remit to Address:		City, State, Zip
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization(check one): <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify <u>TAC.</u>		
State Identification No: _____ (Please attached completed W-9 form with this application)		
Federal Identification No or (if individual) SS No <u>26-4230832</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 type="checkbox"/> Other, Specify <u>Rehab Clinic</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Nbe Reyes</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:		Disadvantaged Business (At Least 51% Ownership)
Less than 125,000 annual gross receipt <input checked="" type="checkbox"/>	Black American <input checked="" type="checkbox"/>	Native American <input type="checkbox"/>
Less than 250,000 annual gross receipt <input type="checkbox"/>	Hispanic American <input checked="" type="checkbox"/>	Women <input type="checkbox"/>
Less than 499,000 annual gross receipt <input type="checkbox"/>	Asian Pacific American <input type="checkbox"/>	Other <input type="checkbox"/>
Have you been certified as a HUB or an MBE/WBE source?:		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Indicate Certification No(s): _____		or are Certificate(s) attached?: YES <input type="checkbox"/> NO <input 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 <input type="checkbox"/> 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: _____

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Noe Reyes	
	Business name, if different from above Head Toes Rehab, Inc	
	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.) 931 South Alamo	Requester's name and address (optional)
	City, state, and ZIP code Alamo, Texas 78516	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 26-4230832

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/13/10
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

Life Span Rehab Center, LLC
427 E. Duranta Ave Ste. 110
Alamo, TX 78516

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

obligations or rights under this Contract to any person without the prior written consent of the Program.

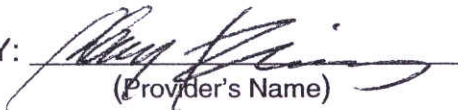
- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

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.

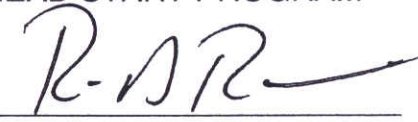
PROVIDER:
LIFE SPAN REHAB CENTER, LLC

BY: 
(Provider's Name)

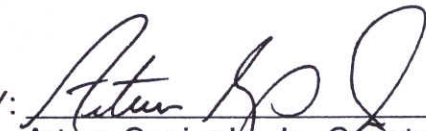
Johnny Rodriguez
(Print Name)

PRESIDENT
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: 
Rene Ramirez, County Judge

BY: 
Teresa Flores, Executive Director

BY: 
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: 
Ricardo Gonzalez

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

By: 
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B Fee Schedule

LIFE SPAN REHABILITATION CENTER, LLC 2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	\$ 60.00
b. Speech Therapy Re-Evaluation	\$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	\$ 35.00
d. Occupational Therapy Evaluation Individual	\$ 60.00
e. Occupational Therapy Re-Evaluation	\$ 60.00
f. Occupational Therapy Treatments - 30 Minute Units	\$ 35.00
g. Physical Therapy Evaluation Individual	\$ 60.00
h. Physical Therapy Re-Evaluation	\$ 60.00
i. Physical Therapy Treatments - 30 Minute Units	\$ 35.00
j. Aquatics - 15/30 Minute Units	\$ n/a



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

Print Date: 09/14/09

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0419194114	from: 12:01 AM Standard Time on: 09/10/09 to: 12:01 AM Standard Time on: 09/10/10
Named Insured and Address:				Program Administrator:
Life Span Rehabilitation Center, LLC 427 E Duranta Ave Ste 110 Alamo, TX 78516-3409				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Speech Language Pathologist Firm			Code: 80716	Insurance Provided by:
				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation			\$ 10,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid			\$ 2,500	aggregate
Damage to Property of Others	\$ 2,500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability			none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: \$ 3,016.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
GSL 5589

Master Policy # 188711433

Handwritten signature/initials

Handwritten signature/initials

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/13/2010
PRODUCER EDDIE VILLARREAL INSURANCE AGENCY 506 W UNIVERSITY DR DINBURG, TX 78539 956-381-0951	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LIFE SPAN REHAB CENTER LLC c/o JOHNNY RODRIGUEZ 427 E DURANTA AVE STE 110 ALAMO, TX 78516 956-782-4647	INSURERS AFFORDING COVERAGE INSURER A: FARMERS INSURANCE EXCHANGE INSURER B: EMPIRE FIRE & MARINE INS INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: INSURER E:	NAIC#

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	60470 32 21	12-18-09	12-18-10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY	CL0996562	12-08-09	12-08-10	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A0744 50 36	08/07/09	08/07/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Scheduled Autos: 1) 2010 HONDA ODYSSEY #08593, 2) 2010 HONDA ODYSSEY #35181
 3) 2010 HONDA ODYSSEY #34708, 4) 2006 HONDA ODYSSEY #08650

PHYSICAL, OCCUPATIONAL, SPEECH THERAPY CENTER

CERTIFICATE HOLDER HIDALGO COUNTY HEAD START PO BOX 0117 EDINBURG, TEXAS 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
--	---

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, JOHANNY RODRIGUEZ
CATALINA S. ALVARADO, possess all of the **APPLICABLE**;

1. Licenses: ALL THERAPISTS ARE LICENSED + REGISTERED TO PRACTICE IN THE STATE OF TEXAS.
2. Bonds: N/A
3. Certificates: ALL STAFF IS CPR/FIRST AID CERTIFIED FOR CHILDREN/ADULTS.
4. Permits: COMPANY HAS OBTAINED ALL CITY, COUNTY + STATE PERMITS NEEDED TO OPERATE AS A BUSINESS.
5. Other: FACILITY IS LICENSED + REGISTERED BY MEDICARE + MEDICAID. FACILITY HOLDS CURRENT PHYSICAL/OCCUPATIONAL THERAPY STATEBOARD REGISTRATION.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature

4/29/10
Date

LIFE SPAN REHABILITATION CENTER, LLC
Company

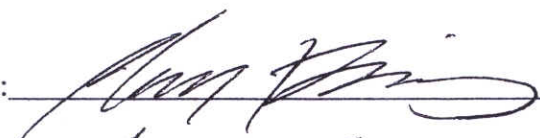
427 E. DURANTA AVE., STE 110
Address

Alamo, TX 78516
City, State, Zip

**Certification For
Primary Covered Transactions**

1. The ^{LIFE SPAN} ~~REHABILITATION CENTER~~ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ^{LIFE SPAN} ~~REHABILITATION CENTER~~ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: 

Print Name: CATARINA S. ALVARADO / JOHNNY RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER / PRESIDENT

Telephone No.: 956.782.4647 Date: 4/29/10

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOHANNY RODRIGUEZ, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

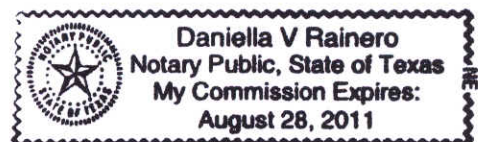
Signature/ Title: _____

Subscribed and sworn to before me this 30 day of April, 2010.

Daniella Rainero

Notary Public

My Commission expires: August 28, 2011, 2010



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>LIFE SPAN REHABILITATION CENTER, LLC</u>		Telephone Name: <u>(956) 782-4647</u>
dba Name: <u>N/A</u>		
Legal Name: <u>LIFE SPAN REHABILITATION CENTER, LLC</u>		
Mailing Address: <u>427 E. DURANTA AVE., STE. 110</u>		Fax Name: <u>(956) 782-5087</u>
Physical Address: <u>427 E. DURANTA AVE., STE. 110</u>		
City, State, Zip: <u>Alamo, TX 78516</u>	Tax I.D. No: <u>39-2043076</u>	
Remit to Address: <u>427 E. DURANTA AVE., STE. 110</u>		City, State, Zip: <u>Alamo, TX 78516</u>
E-Mail Address: <u>C. ALVARADO @ MYLIFESPANREHAB.COM</u>		
Representative(s) Name(s) & Title(s): <u>CATARINA S. ALVARADO, CEO; JOHNNY RODRIGUEZ, PRESIDENT</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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>39-2063076</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>REHAB FACILITY</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>CATARINA S. ALVARADO, CEO + JOHNNY RODRIGUEZ, PRESIDENT</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
Less than 125,000 annual gross receipt _____	Black American _____	Native American _____
Less than 250,000 annual gross receipt _____	Hispanic American <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): _____		or are Certificate(s) attached?: YES _____ NO _____
What type of product(s) is/are solicited by your company? <u>PHYSICAL, OCCUPATIONAL & SPEECH THERAPY SERVICES</u>		
Would you like to be provided with specifications for procurements of such products?: YES _____ NO _____		
To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____		
Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____		

Request For Qualification
"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: LIFE SPAN REHABILITATION CENTER, LLC

Address: 427 E. DURANTA AVE, STE 110, ALAMO, TX 78516

By: 

Printed Name: CATARINA S. ALVARADO / JOHANNY RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS FOR HIDALGO COUNTY HEAD START PROGRAM "SPECIAL SERVICES PROVIDERS" RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: LIFE SPAN REHABILITATION CENTER, LLC

ADDRESS: 427 E. DURANIA AVE., STE 110, ALAMO, TX 78514

AUTHORIZED REPRESENTATIVE: CATARINA S. ALVARADO / JOHANNY RODRIGUEZ

SIGNATURE: 

TITLE: CHIEF EXECUTIVE OFFICER / PRESIDENT

TELEPHONE: 956-782-4647 FAX NO. 956-782-5081

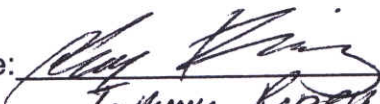
E-MAIL: C. ALVARADO@MYLIFESPANREHAB.COM

DATE: 4/29/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: 
Print Name: JOHANNY RODRIGUEZ
CATALINA S. ALVARADO
Title: CHIEF FINANCIAL OFFICER
Telephone Number: 956-782-4647
Date: 4/29/10

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

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <i>LIFE SPAN REHABILITATION CENTER, LLC</i>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) <i>427 E. DURANTA AVE., SUITE 110</i>	Requester's name and address (optional)
City, state, and ZIP code <i>ALAMO, TX 78516</i>	
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.

Social security number : : :
or
Employer identification number <i>39-2063076</i>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <i>4-13-10</i>
------------------	----------------------------	-----------------------

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:

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States,

2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

provide Form W-9 to the partnership for its U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

Page 1 of 7

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:

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

Page 2 of 7

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

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

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

RGV'S Training Wheels Therapy Clinic, LLC.,
2506 Buddy Owens
McAllen TX, 78504

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

7. Except as otherwise herein provided, the Provider may not assign the

Page 2 of 7

obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

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

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

PROVIDER:
RGV'S TRAINING WHEELS
THERAPY CLINIC, LLC.,

HIDALGO COUNTY
HEAD START PROGRAM

BY: Edna Tijerina
(Provider's Name)

BY: Rene Ramirez
Rene Ramirez, County Judge

Edna Tijerina
(Print Name)

BY: Teresa Flores
Teresa Flores, Executive Director

CFO
(Title)

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

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: Ricardo Gonzalez

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

- (a) Consent/release; social case history; medical referral are completed;
- (b) Transportation of clients to and from the Provider is arranged as deemed

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

**Exhibit B
Fee Schedule**

**RGV'S TRAINING WHEELS THERAPY CLINIC, PLLC
2010-2011**

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable Reimbursements:

1.The Provider shall be paid only for full and satisfactory completion of the following service:

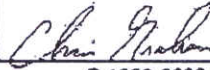
Description Of Services	Fee
a. Speech Therapy Evaluation Individual	\$ 60.00
b. Speech Therapy Re-Evaluation	\$ 60.00
c. Speech Therapy Treatments- 30 Minute Units	\$ 40.00
d. Occupational Therapy Evaluation Individual	\$ 55.00
e. Occupational Therapy Re-Evaluation	\$ 55.00
f. Occupational Therapy Treatments-30 Minute Units	\$ 35.00
g. Physical Therapy Evaluation Individual	\$ 55.00
h. Physical Therapy Re-Evaluation	\$ 55.00
i. Physical Therapy Treatments-30 Minute Units	\$ 35.00
j. Aquatics 15 /30 Minute Units	\$ 30.00

HIDCHDS

Hidalgo County Headstart
 Program
 1/4 Mile W. 10th St on Hwy107
 Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NATIONAL INTERSTATE

3250 Interstate Drive
 Richfield, OH 44286
 (330) 659-8900

COMMERCIAL AUTO DECLARATION

Policy Number:	SCA 0024367-00
Named Insured:	RGV'S TRAINING WHEELS THERAPY CLINIC, LLC
Agent:	Capstone Underwriters Inc

THE LISTING OF LIMITS AND PREMIUMS PER VEHICLE ON THIS DECLARATIONS PAGE MAY NOT BE COMBINED WITH THE SAME LIMITS FOR THE SAME COVERAGE ON ANOTHER AUTO, UNLESS THE POLICY'S LANGUAGE ALLOWS THE STACKING OF LIMITS.

ITEM THREE - SCHEDULE OF COVERED AUTOS

VEHICLE DESCRIPTIONS									
Unit #	Year	Make/Model	Type	VIN	Stated Amount	GVW	Radius	Territory	
1	2007	DODGE/MINI VAN	Mini Van	1D4GP24R37B136414	\$15,000	N/A	0-50 Mi	57	
2	2009	DODGE/GRAND CARAVAN	Mini Van	2D8HN44E19R514638	\$18,988	N/A	0-50 Mi	49	

COVERAGES - PREMIUMS, LIMITS, AND DEDUCTIBLES

Unit #	LIABILITY		MED PAY		PERSONAL INJURY PROTECTION	
	Limit	Premium	Limit	Premium	Limit	Premium
1	\$1,000,000 CSL	\$518			\$2,500	\$55
2	\$1,000,000 CSL	\$488			\$2,500	\$50

Request For Qualification
"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted

Printed Name: Betsaida Tijerina

Title: CEO/Administrator / MA-CCC-SLP

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Betsaida Tijerina, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, ST, OT
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Betsaida Tijerina
Authorized Signature

April 23, 2010
Date

McAllen, Texas 78504
City, State, Zip

CERTIFICATION Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Betsaida Tijerina

Print Name: Betsaida Tijerina

Title: CEO/Administrator/MA-CCC-SCP

Telephone Number (acc) 160-9000

2094487

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

Betsaida Tijerina

1 Name of person doing business with local governmental entity.

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Hidalgo County Head Start
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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?

section.

N/A

Recorded for Recording
Hidalgo County Clerk
19, 2017 at 10:06A
Number: 209487
14.00
Number: 114470
Diaz, Debra

4

Bonjovina

Signature of person doing business with the governmental entity

**EXHIBIT "E"
PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

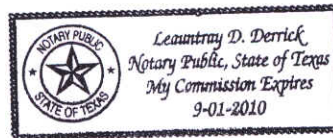
STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, *Betsaida Tijerina*, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: *Bonjovina* *CEO MA CCC-SCP*

My Commission expires: 9-1-2010, 2010



HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: <u>RGV'S Training wheels Therapy Clinic, LLC</u>		Telephone Name: <u>(956) 668-9090</u>	
dba Name:			
Legal Name: <u>(same as above)</u>			
Mailing Address: <u>2506 Buddy Owens</u>		Fax Name: <u>(956) 928-1600</u>	
Physical Address: <u>(same as above)</u>			
City, State, Zip: <u>McAllen, Texas 78504</u>		Tax I.D. No:	
Remit to Address:		City, State, Zip	
E-Mail Address: <u>rgvs.trainingwheels@yahoo.com</u>			
Representative(s) Name(s) & Title(s) <u>Betsaida Tijerina, CEO/Administrator/MA-CCC-SLP</u>			
Type of Organization(check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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>20-2503389</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>Rehab/Therapy</u>			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Betsaida Tijerina / Administrator</u>			
Small and/or Disadvantaged Business Information (check application criteria) Small Business:			

Would you like to be provided with specifications for procurements of such products?: YES__ NO__

To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____

Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____

Certification For Primary Covered Transactions

1. The ^{RGV'S} Training Wheels (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ^{RGV'S} Training Wheels (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Betsaida Tijerina

Print Name: Betsaida Tijerina

Title: CEO / Administrator / MA-CCC-SCP

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2005

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 (Last, first 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):

Ray's Training Wheels Therapy Clinic, LLC

Business name, if different from above. (See Specific instruction on page 2)

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

Legal Address: number, street, and apt. or suite no.

2506 Buddy Owens

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

City, state and ZIP code

WAllen, TX. 78504

City, state and ZIP code

Phone # 956 468-9090

Fax # 956 668-9098

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

20-2303389

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 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
- 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

Authorized Signature Benjamin

Date 4/26/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester), and, when applicable, to:

- 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

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 complete the TIN certification

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

Please print or type

**CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

and

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

Page 1 of 7

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

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

**Hidalgo County Head Start Program
P.O. Box 0117**

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

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

Page 2 of 7

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

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

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

Thera-Care Rehab Services, PLLC
7600 W. Expressway 83
Mission Tx, 78572

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

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

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

D. This Agreement shall be construed under and in accordance with the

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

Page 4 of 7

or unenforceable provision had never been contained herein.

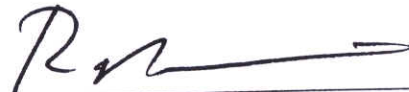
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- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
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- I. 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.

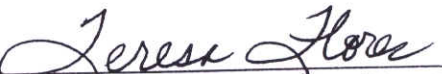
PROVIDER:
THERA-CARE REHAB SERVICES, PLLC

HIDALGO COUNTY
HEAD START PROGRAM

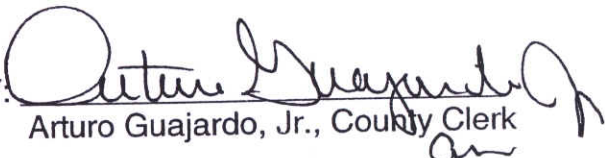
BY: _____
(Provider's Name)

BY: 
Rene Ramirez, County Judge

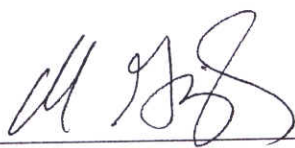
(Print Name)

BY: 
Teresa Flores, Executive Director

(Title)

BY: 
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: 
Ricardo Gonzalez

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

Exhibit B
Fee Schedule
THERACARE REHAB SERVICES, PLLC
2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable Reimbursements:

1. The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	\$ 50.00
b. Speech Therapy Re-Evaluation	\$ 50.00
c. Speech Therapy Treatments- 30 Minute Units	\$ 25.00
d. Occupational Therapy Evaluation Individual	\$ 50.00
e. Occupational Therapy Re-Evaluation	\$ 50.00
f. Occupational Therapy Treatments-30 Minute Units	\$ 25.00
g. Physical Therapy Evaluation Individual	\$ 50.00
h. Physical Therapy Re-Evaluation	\$ 50.00
i. Physical Therapy Treatments-30 Minute Units	\$ 25.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Homeland Ins Company of New Yor	
INSURER B: General Star Indemnity	37362
INSURER C: Texas Mutual Insurance Company	22945
INSURER D: Hallmark County Mutual Insuranc	
INSURER E:	

INSURED
Thera-Care Rehab Services, PLLC
P O Box 848
Mission, TX 78573

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MFL029510	03/22/10	03/22/11	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
D		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	TXA50502900	03/15/10	03/15/11	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENTY \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	IXG410721-Auto	03/12/10	03/12/11	EACH OCCURRENCE \$500,000 AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001210717	04/06/10	04/06/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1,000,000 AGG

CERTIFICATE HOLDER

Hidalgo County Head Start
 Program
 PO BOX 0117
 Edinburg, TX 78540

CANCELLATION**10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

May. 15. 2010 9:25AM

Inera-Care Rehab Services, PLLC

No. 5691 P. 3

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Requote of Commercial Vehicles

Agency Name and Address
 Willis of Texas, Inc.
 1400 N McColl Rd Suite 105
 P O Drawer 3785
 McAllen, TX 78502

Company
 Hallmark County Mutual In

Policy Number
 TXA50502900

Effective Date
 03/15/10

Expiration Date
 03/15/11

PLLC

Body Type	GVW / GCW	Cost New	Comp Ded	Vehicle ID Number	ST	Date On Class Code	Date Off Premium
a SR5 SPORT	\$9,750	\$500	5TDZT34A43S203865	TX	03/15/10		
Ce/L VAN	\$7,400	\$500	5TDZA23C75S356536	TX	03/15/10		
W/Chair VAN	\$7,350	\$500	1GAHG39UX51160760	TX	03/15/10		
G3500 VAN	\$8,675	\$500	1GAHG39U961210694	TX	03/15/10		
CE/L VAN	\$9,850	\$500	5TDZA23C66S543073	TX	03/15/10		
00 VAN	\$8,000	\$500	1FBSS31L66HB41098	TX	03/15/10		
00 VAN	\$8,800	\$500	1GAHG39U771201770	TX	03/15/10		
SE SPORT	\$2,950	\$500	2FMZA51634BA74002	TX	03/15/10		
SE SPORT	\$8,250	\$500	2FMDA51207BA24962	TX	03/15/10		
VAN	\$15,625	\$500	5N1BV28U28N111561	TX	03/15/10		
VAN	\$16,025	\$500	5N1BV28U98N115431	TX	03/15/10		
VAN	\$15,325	\$500	5TDZK23C08S149763	TX	03/15/10		
VAN	\$17,450	\$500	5N1BV28U28N123497	TX	03/15/10		
Suburban SPORT	\$22,800	\$500	3GNFC16047G125255	TX	03/15/10		
VAN	\$13,400	\$500	1FBNE31L48DA80168	TX	03/15/10		
VAN	\$19,375	\$500	5TDZK23C49S239337	TX	03/15/10		
VAN	\$20,000	\$500	5TDZK23C79S236982	TX	03/15/10		

Schedule of Commercial Vehicles

Body Type	GWV/GCW Cost New	Comp. Ded.	Vehicle I. D. Number Coll. Ded.	ST	Date On Class Code	Date Off Premium
VAN	\$25,500	\$500	5N1BV28U19N103890 \$500	TX	03/15/10	
VAN	\$25,500	\$500	5N1BV28U29N106250 \$500	TX	03/15/10	
Chair Li VAN	\$45,000	\$500	1FTNE24L28DA70241 \$500	TX	03/15/10	
Chair Li VAN	\$38,000	\$500	1FTNE24LX8DA70245 \$500	TX	03/15/10	

May 10, 2010 2:27 PM Initial Date Received Activities, LLC No. 0071 1. 2

Client Name and Address
 Terra-Care Ref
 PO BOX 848
 Mission, TX 7

Line #	Clk #	Vehicle Description
1		2003 Ford
2		Palmville
3		2005 Ford
4		Palmville
5		2005 Ford
6		Mississio
7		2006 Ford
8		Palmville
9		2006 Ford
10		Palmville
11		2007 Ford
12		Palmville
13		2008 Pharr,
14		2008 Pharr,
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96		2008 Pharr,
97		2008 Pharr,
98		2008 Pharr,
99		2008 Pharr,
100		2008 Pharr,

ISGEM C108 (RBB) Page

Veh. #	Clt #	Vehicle Garage
18		2009 Pharr
19		2009 Pharr
20		2008 Pharr
21		2008 Palmy

CISGEM: C1082 (8/88)

Request For Qualification
 "SPECIAL SERVICES PROVIDERS"
 RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
 Ambrosio Tovar, Procurement Director
 P.O. Box 0117
 Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Printed Name: ANNIE MARIE ESQUERRA

Title: CFO / ADMINISTRATOR

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: THERA-CARE REHAB SERVICES, PLLC

ADDRESS: 7600 WEST EXPRESSWAY 83, MISSION, TX 78572

AUTHORIZED REPRESENTATIVE: ANNIE MARIE ESQUERRA

SIGNATURE: Annie Marie Esquerra

TITLE: CFO / ADMINISTRATOR

TELEPHONE: (956) 289-4700 FAX NO. (956) 519-3935

E-MAIL: esguerraannie@yahoo.com

DATE: 4/26/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Annie Marie Esquerre
Print Name: ANNIE MARIE ESQUERRA
Title: CFO / ADMINISTRATOR

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Thera-Care Rehab Services, PLLC, possess all of the **APPLICABLE;**
LICENSED BY TEXAS BOARD OF PHYSICAL AND OCCUPATIONAL

1. Licenses: EXAMINERS (SEE ATTACHED LICENSES)
2. Bonds: N/A
3. Certificates: CERTIFIED BY MEDICARE AND MEDICAID AS AN OUTPATIENT
REHABILITATION FACILITY (ORF) (SEE ATTACHED CERTIFICATIONS)
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Annie Marie Eguerra
Authorized Signature

4/20/10
Date

Address

MISSION, Texas 78572
City, State, Zip

2093788

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

ANNIE MARIE ESQUERRA

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

Yes No
D. Describe each employment or business relationship with the local government officer named in this section.

4

Annie Marie Esquerba
Signature of person doing business with the governmental entity

4/15/2010
Date

**EXHIBIT "E"
PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ANNIE MARIE ESGUERBA, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Annie Marie Esquerba PT, DPT - CFO

My Commission expires: June 21, 2010



HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: <u>THERA-CARE REHAB SERVICES, PLLC</u>		Telephone Name: <u>(956) 283-9442</u>
dba Name: <u>N/A</u>		
Legal Name: <u>THERA-CARE REHAB SERVICES, PLLC</u>		
Mailing Address: <u>1904 TESORO BLVD. PHARR TX 78577</u>		Fax Name: <u>(956) 519-3935</u>
Physical Address: <u>7600 WEST EXPRESSWAY 83</u>		
City, State, Zip: <u>MISSION, TEXAS 78572</u>		Tax I.D. No: <u>86-1075948</u>
Remit to Address: <u>1904 TESORO BLVD.</u>		City, State, Zip: <u>PHARR TEXAS 78577</u>
E-Mail Address: <u>esguerraannie@yahoo.com</u>		
Representative(s) Name(s) & Title(s): <u>ANNIE MARIE ESGUERRA, PT, DPT - CFO / ADMINISTRATOR</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input 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>86-1075948</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:		
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		

What type of product(s) is/are requested by _____
Would you like to be provided with specifications for procurements of such products?: YES NO

To Be Completed by Head Start: Rec'd by (Procurement): _____ Date Rec'd by (Procurement): _____

Date Forwarded Information to Finance Office: _____ Entry Date: _____ Vendor No: _____

Certification For Primary Covered Transactions

1. The THERA-CARE REHAB SERVICES, PLLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Annie Marie Esquerra

Print Name: ANNIE MARIE ESQUERRA

Title: CFO / ADMINISTRATOR

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)

THERA - CARE REHAB SERVICES, PLLC

Business name, if different from above. (See Specific Instruction on page 2)

N/A

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

Legal Address: number, street, and apt. or suite no.

7600 WEST EXPRESSWAY 83

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

1904 TESORO BLVD.

City, state and ZIP code

MISSION TEXAS 78572

City, state and ZIP code

PHARR TEXAS 78577

Phone # (956) 283-9442 Fax # (956) 519-3935 Email address: esguerraannie@yahoo.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

86-1075948

DUNS

□□□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- 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

Authorized Signature ▶ Annie Marie Egura

Date ▶ 4/20/10

Please print or type