CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Melody's Kids Care, LLC
833 E. Esperanza Ave. Ste. C
McAllen Tx, 78501

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

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

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

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
MELODY'S KIDS CARE, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

MELODY'S KIDS CARE, LLC

2010-2011

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

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

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

CERTIFICATE OF INSURANCE

DATE(MM/DD/YY) 11/03/2009

PRODUCER
Myron F. Steves and Co.
6800 PARK TEN BLVD, SUITE 160-S
SAN ANTONIO, TX 78213
Houston Tx 77098

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

COMPANIES AFFORDING COVERAGE

COMPANY A: COLONY INSURANCE COMPANY

INSURED
MELODY'S KIDS CARE, LLC
833 E ESPERANZA AVE, SUITE C
MCALLEN, TX 78501

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS MADE [ ] OCCUR [ ] OWNER'S & CONT PROT	AP511164(10)	10/28/2009	10/28/2010	GENERAL AGGREGATE	$2,000,000
					PRODUCTS-COM/OP AGG	$ INCLUDED
					PERSONAL & ADV. INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$50,000
					MED EXP (Any one person)	$ SEE BELOW
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE [ ] INCL [ ] EXCL				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
A	OTHER PROFESSIONAL LIABILITY	AP511164(10)	10/28/2009	10/28/2010	INCLUDED IN THE GL LIMITS OF 1MIL/2 MIL	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RETRO DATE: 10-28-08; MED PAY: $2,500 OCCURANCE/$10,000 AGGREGATE. CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECTS TO THE NAMED INSURED'S BUSINESS OPERATIONS. PROFESSIONAL LIABILITY IS INCLUDED IN GL LIMITS. SEXUAL ABUSE LIMITS OF 100,000/300,000

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
ATTN: MR TOVAR-PROCUREMENT PROGRAM
1/4 MILE WEST OF 10TH STREET ON HWY 107
P O BOX 0117
EDINBURG, TX 78504-1117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Fred Steves

M.O. copy to ins - 11/05/09

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2009

PRODUCER
Ronnie Cantu Insurance Agency, Inc.
810 West Ferguson
Pharr, TX 78577
P F

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

INSURED
Melody's Kids Care LLC
833 E Esperanza Ave., Suite C
McAllen, Tx 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	☐	GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	☐	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
	☐	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				✓ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	61WBCZH0143-09	08/18/2009	08/18/2010	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 100,000
		OTHER					

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

Speech Therapists by Contract

CYNTHIA A SALAZAR - EXCLUDED FROM COVERAGE

CERTIFICATE HOLDER

Hidalgo County Head Start Program
Attn: Mr. Tovar-Procurement Program
1/4 Mi West of 10th St., on Hwy 107
P O Box 0117
Edinburg, Tx 78540-0117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ronnie Cantu Ins Agency, Inc

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

08/20/09 - Sent to Co.
Need P/c out for Ins + Off.

Produced using FormsBoss Web software, www.FormsBoss.com; © Impressive Publishing 800-206-1977

AMENDED

Company Name

CERTIFICATE OF INSURANCE

NATIONAL LIABILITY & FIRE INSURANCE COMPANY

3024 Harney Street Omaha, Nebraska 68131-3580

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain; the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies which may substantially limit coverage. Where reference is made to an Aggregate Limit, those limits are Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 06-04-2010

NAME OF INSURED MELODY'S KIDS CARE, LLC

P.O. ADDRESS 833 ESPERAZA AVE, SUITE C, MCALLEN, TX 78501

POLICY NUMBER	KINDS OF INSURANCE	LIMITS	EFFECTIVE	EXPIRES
	COMMERCIAL GENERAL LIABILITY ☐ Occurrence Form ☐ Claims-Made Form Coverages: ☒ Premises-Operations ☐ Products/Completed Operations ☐ Other (Specify) _____ General Aggregate Limit Products-Completed Operations Aggregate Limit Personal & Advertising Injury Limit Each Occurrence Limit Fire Damage Limit (Any One Fire) Medical Expense Limit (Any One Person) Aggregate Limit on Claims Expenses	$ _____ $ _____ $ _____ $ _____ $ _____ $ _____ $ _____		
73APR242624	AUTOMOBILE LIABILITY Bodily Injury — Each Person Each Accident Property Damage — Each Accident Bodily Injury and Property Damage Combined Single Limit	$ _____ $ _____ $ _____ $ 500,000	10-28-2009	10-28-2010
	GARAGE LIABILITY Bodily Injury and Property Damage — Auto Only / Other than Auto Combined Single Limit Aggregate Limit Garagekeepers Insurance: ☐ Legal Liability ☐ Direct Excess ☐ Direct Primary	$ _____ / $ _____ $ _____ $ _____		
	EXCESS LIABILITY ☐ Automobile ☐ General Liability Name of Primary Insurer: _____ Primary Limits Excess Limits General Aggregate Limit ☐ Aggregate Limit Inclusive of Claims Expenses	$ _____ $ _____ $ _____		
	Workers Compensation Employer's Liability	$ Statutory Limits $		
73APR242624	Other PHYSICAL DAMAGE COMP-DED $500 COLLISION-DED $500		10-28-2009	10-28-2010

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CERTIFICATE HODER IS LISTED AS A DESIGNATED INSURED BUT ONLY WITH RESPECTS TO THE NAMED INSURED'S BUSINESS OPERATIONS ON THE 2007 DODGE PICKUP RAM 3500 HEAVY DUTY QUAD CAB VIN #15696, 2005 DENALY TRLR DUTMEN #12043 AND 2004 NISSAN MAXIMA SE, #85846. EFF: 6-3-10

In the event of any material change in or cancellation of said policies, the COMPANY intends to, but is not obligated to, notify the party to whom this Certificate is addressed of such change or cancellation, and COMPANY undertakes no responsibility by reason of any failure to do so.

This Certificate issued to:

HIDALGO COUNTY HEAD START PROGRAM

P O BOX 0117

EDINBURG, TX 78540-0117

By Fred Steves

Title AUTHORIZED REPRESENTATIVE

M-100J(4/91)

NOTE TO AGENT - Mail copy to Home Office Immediately

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: Melody Kids Care, LLC

Address: 1809 S. Jackson Rd Edinburg, TX 78539

By: Patricia E. Doria-Rosas

Printed Name: patricia E Doria-Ros

Title: Administrator

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: Melody Kids Care, LLC

ADDRESS: 1809 S. Jackson Rd Edinburg TX 78539

AUTHORIZED REPRESENTATIVE: Patricia E. Doria-Rosas

SIGNATURE: Patricia Doria Ros

TITLE: Administrator

TELEPHONE: (956) 292-6600 FAX NO. (956) 720-4293

E-MAIL: patdr@yahoo.com

DATE: 4-29-10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Patricia E. Doria-Rosas

Print Name: Patricia E. Doria-Rosas

Title: Administrator

Telephone Number: (956) 292-6600

Date: 4-29-10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Patricia Doria-Rosas, possess all of the **APPLICABLE**;

1. Licenses: Texas State Board of Examiners for Speech Pathologists
   Texas State Board of Examiners for Speech Pathologist-Assistant
2. Bonds: _____
3. Certificates: National Speech & Language Hearing Association (Certificate of Clinical Competence).
4. Permits: _____
5. Other: _____

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

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

Patricia E Doria Ros
Authorized Signature

4-29-10
Date

Melody Kids Care, LLC
Company

1809 S. Jackson Rd
Address L

Edinburg TX 78539
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Patricia E. Doria-Rosas

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4 Patricia E. Doria Ros

Signature of person doing business with the governmental entity

4-29-10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Patricia Doria-Rosas, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Patricia E Doria Ros

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

Notary Public

My Commission expires: 6/26/2014 ~~2010~~

LILIANA GLORIA
My Commission Expires
June 26, 2014

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: Melody Kids Care, LLC **Telephone Name:** (956) 292-6600

dba Name:

Legal Name: Melody Kids Care, LLC

Mailing Address: 1809 S. Jackson Rd **Fax Name:** 956 720-4293

Physical Address:

City, State, Zip: Edinburg TX 78539 **Tax I.D. №** 26 3 80 8309

Remit to Address: **City, State, Zip**

E-Mail Address: patdr@yahoo.com

Representative(s) Name(s) & Title(s) Patricia E. Doria-Rosas, Administrator

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 263 80 8309 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor X Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Patricia Doria-Rosas

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt X

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American X Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO X

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO X

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

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

Certification For
Primary Covered Transactions

1. The Melody Kids Care, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: Patricia Doria-Rosas

Print Name: Patricia Doria-Rosas

Title: Administrator

Telephone No.: (956) 292-6600 Date: 4-29-10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Melody Kids Care, LLC

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

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ► LLC

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
833 E Esperanza Ave, Ste C	1809 S. Jackson Rd
City, state and ZIP code	**City, state and ZIP code**
McAllen, TX 78504	Edinburg TX 78539

Phone # (956) 631-8844 Fax # (956) 631-8855 Email address: pedr@yahoo.com

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
26-3108309

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

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ► Peter Dan Rot | **Date** ► 4-29-10

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

ProCare Therapies, P.C.
P.o. Box 247
18360 FM 493
La Blanca TX, 78558

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

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
PROCARE THERAPIES, P.C.

BY: _____
(Provider's Name)

Sylvia R. Rodriguez
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B
Fee Schedule

PROCARE THERAPIES PC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments-30 Minute Units	$ 35.00
j. Aquatics-15/30 Minute Units	$ N/A

Print Date: 08/31/09

CNA

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

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285056315	from: 12:01 AM Standard Time on: 08/28/09 to: 12:01 AM Standard Time on: 08/28/10

Named Insured and Address:

Pro Care Therapies, PC
18360 Fm 493
#3
La Blanca, TX 78558

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY			
A. PROFESSIONAL LIABILITY				
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			
B. COVERAGE EXTENSIONS:				
License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.			
Workplace Liability	none			
Fire & Water Legal Liability	none			
Personal Liability			none	
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.			
General Liability (GL)	$1,000,000	each occurrence	$1,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to		$250,000	sub-limit
Personal Liability			none	

Total: $ 1,611.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C

Master Policy # 188711433

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

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

RONNIE CANTU INS
810 W FERGUSON
PHARR, TX 78577
956-787-8539

PROGRESSIVE

Policy number: 08218994-4
Underwritten by:
Progressive County Mutual Ins Co
May 6, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
HIDALGO COUNTY HEAD START PROGRAM 1901 W STATE HWY 107 MCALLEN, TX 78504	PROCARE THERAPIES,PC P O BOX 247 LA BLANCA, TX 78558	RONNIE CANTU INS 810 W FERGUSON PHARR, TX 78577

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

Policy Effective Date: Aug 31, 2009	Policy Expiration Date: Aug 31, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$500,000 Combined Single Limit
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2006 TOYOTA SIENNA CE/LE 5TDZA23C86S502766	
Medical Payments	$2,000
Comprehensive	$500 Ded
Collision	$500 Ded
2005 TOYOTA COROLLA CE/LE/S 1NXBR32E15Z362150	
Medical Payments	$2,000
Comprehensive	$500 Ded
Collision	$500 Ded

Continued

Policy number: 08218994-4

Certificate number
12610SGE994

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2010

PRODUCER
VALLEY INSURANCE PROVIDERS
P O BOX 3783
MCALLEN, TX 78502
(888) 661-3938
XW434 882

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

INSURED
PRO CARE THERAPIES PC
P.O. BOX 247
17359 FM 493 STE #3
LA BLANCA, TX 78558

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	UB-8317C230-09	10/17/2009	10/17/2010	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 WEST STATE HIGHWAY 107
MCALLEN, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Mary J. Swan

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: ProCare Therapies, PC

Address: P.O. BOX 247
18360 FM 493 Ste # 3 La Blanca Medical Center
La Blanca TX 78558

By: Sylvia R Rodriguez

Printed Name: Sylvia R. Rodriguez

Title: Administrator

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: ProCare Therapies, PC

ADDRESS: P.O. Box 247
18360 FM 493 Ste. #3 La Blanca Medical Center
La Blanca, TX 78558

AUTHORIZED REPRESENTATIVE: Sylvia R. Rodriguez

SIGNATURE: Sylvia R. Rodriguez

TITLE: Administrator

TELEPHONE: (956) 262-1192 FAX NO (956) 262-9226

E-MAIL: procaretherapiespc@yahoo.com

DATE: 4/21/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Sylvia R Rodriguez

Print Name: Sylvia R. Rodriguez

Title: Administrator

Telephone Number: (956) 262-1192

Date: 4/21/10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, ProCare Therapies, PC, possess all of the **APPLICABLE**;

1. Licenses: Texas Board of Physical Therapy Examiners (Facility Renewal Certificate, Individual License Renewals-Therapists), DHHS Medicare & Medicaid Provider License Number.
2. Bonds: _____
3. Certificates: Facility License Certificate
4. Permits: City Ordinance Permits
5. Other: Professional Liability Insurance

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

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

Sylvia B Rodriguez
Authorized Signature

4/21/10
Date

ProCare Therapies, PC
Company

P.O. Box 247
18360 FM 493 Ste #3
Address

La Blanca, TX 78558
City, State, Zip

EXHIBIT D

2093048

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.
ProCare Therapies, PC

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

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

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

N/A
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section. N/A

4

Signature of person doing business with the governmental entity
Jorge Escobedo

4/13/10
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Sylvia R. Rodriguez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Sylvia R Rodriguez – Administrator

Subscribed and sworn to before me this 14th day of April, 2010.

Notary Public

My Commission expires: October 05, 2010 2011

RODRIGO MARTINEZ
Notary Public, State of Texas
My Commission Expires
October 05, 2011

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: ProCare Therapies, PC **Telephone Name:** (956) 262-1192

dba Name:

Legal Name:

Mailing Address: P.O. BOX 247 **Fax Name:** (956) 262-9226

Physical Address: 18360 FM 493 Ste. #3 La Blanca Medical Center

City, State, Zip: La Blanca, TX 78558 **Tax I.D. №** 134203487

Remit to Address: **City, State, Zip**

E-Mail Address: procaretherapiespc@yahoo.com

Representative(s) Name(s) & Title(s) Sylvia R. Rodriguez, OTR Administrater

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 134203487

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Sylvia R. Rodriguez

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ✓

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ✓ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

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

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

Certification For
Primary Covered Transactions

1. The ProCare Therapies, PC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: Sylvia R Rodriguez

Print Name: Sylvia R. Rodriguez

Title: Administrator

Telephone No.: (956) 262-1192 Date: 4/21/10

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
JORGE ESCOBEDO

Business name, if different from above
PROCARE THERAPIES P C

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO BOX 247

Requester's name and address (optional)

City, state, and ZIP code
LA BLANCA TX 78558

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
1	3	–	4	2	0	3	4	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Rodrigo Martinez Date ► 04/08/10

Purpose of Form

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

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

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

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Best Care Physical Therapy P.C.,
dba / Advanced Therapy Solutions
4716 S. Jackson
Edinburg Tx, 78539

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

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
BEST CARE PHYSICAL THERAPY P.C., dba / ADVANCED THERAPY SOLUTIONS

BY: _____
(Provider's Name)

Margarita Falcon
(Print Name)

Program Adm.
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

BEST CARE PHYSICAL THERAPY P.C. DBA/ ADVANCED THERAPY SOLUTIONS

2010-2011

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

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 35.00
b. Speech Therapy Re-Evaluation	$ 35.00
c. Speech Therapy Treatments - 30 Minute Units	$ 20.00
d. Occupational Therapy Evaluation Individual	$ 35.00
e. Occupational Therapy Re-Evaluation	$ 35.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 20.00
g. Physical Therapy Evaluation Individual	$ 35.00
h. Physical Therapy Re-Evaluation	$ 35.00
i. Physical Therapy Treatments - 30 Minute Units	$ 20.00
j. Aquatics - 15/30 Minute Units	$ n/a

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO | DATE (MM/DD/YYYY) 08/31/09

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

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

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: BESTC-2

INSURED
Best Care Physical Therapy PC
DBA: Advance Therapy Solutions
4716 S Jackson
Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	
INSURER B:	FirstComp Insurance	22945
INSURER C:	Progressive Insurance Co.	
INSURER D:	United National Insurance Co.	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS003341379	01/06/10	01/06/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			036655613	08/24/09	08/24/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TRP0001205571	10/19/09	10/19/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
D	United National Prof. Liability			AH000032609	08/01/09	08/01/10	Per Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached vehicle list.

CERTIFICATE HOLDER

HIDCHED

Hidalgo Country Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chris Hatton

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Summary of Insurance

Prepared: 5/7/2010 Page 1

For: **Best Care Physical Therapy PC**
dba Advance Therapy Solutions
4716 S Jackson
Edinburg, TX
78539 956-618-1300

Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen, TX
78505-1630 956-682-2841

Automobile - Driver Schedule

Policy No. 036655613

1	2005	Nissan	Altima	1N4AL11D35N406390			20,000	X	X		X	1,000	1,000	
2	2008	Chrysler	Town & Country	1A4GP44R26B837182			17,000	X	X		X	1,000	1,000	
3	2006	Chrysler	Town & Country	2A4GP54L16R870960			17,000	X	X		X	1,000	1,000	
4	2008	Dodge	Grand Caravan	1D8HN44H28B108749			16,000	X	X		X	1,000	1,000	
5	2005	Ford	Focus	1FAFP34N15W236224			12,000	X	X		X	1,000	1,000	

This summary does not alter the conditions, exclusions or others terms of the policies themselves.

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: Advanced Therapy Solutions - Edinburg

Address: 4716 S. Jackson, Edinburg, Texas, 78539

By: Margarita Falcon / Margarita Falcon

Printed Name: Margarita Falcon

Title: Program Administrator

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: Advanced Therapy Solutions- Edinburg

ADDRESS: 4716 S. Jackson, Edinburg, Texas, 78539

AUTHORIZED REPRESENTATIVE: Margarita Falcon

SIGNATURE: Margarita Falcon / Margarita Falcon

TITLE: Program Administrator

TELEPHONE: 956-618-1300 FAX NO. 956-618-1385

E-MAIL: margie-falcon@aol.com

DATE: 4-29-2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Margarita Falcon

Print Name: Margarita Falcon

Title: Program Administrator

Telephone Number: 956-618-1300

Date: 4-29-2010

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Margarita Falcon, possess all of the **APPLICABLE**;

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

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

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

Margarita Falcon
Authorized Signature

4-29-2010
Date

Advanced Therapy Solutions-Edinburg
Company

4716 S. Jackson
Address

Edinburg, Texas, 78539
City, State, Zip

2098010

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received
Filed for Record in: Hidalgo County by Arturo Guajardo Jr. County Clerk
On: Apr 28,2010 at 04:04P
As a Recording
Document Number: 2098010
Total Fees : 16.00
Receipt Number - 1116523 By, Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Best Care Physical Therapy P.C. dba Advanced Therapy Solutions-Edbg.

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

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

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

NA

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ ~~No~~ ✓

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

☐ Yes ☑ No

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

☐ Yes ☐ ~~No~~ ✓

D. Describe each employment or business relationship with the local government officer named in this section.

4 Margarita Falcon

Signature of person doing business with the governmental entity

4-28-10

Date

Margarita Falcon Margarita Falcon

30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, MARGARITA FALCON, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Margarita Falcon / Program Administrator

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

Notary Public

My Commission expires: April 3rd, 2010

JUAN SALVADOR TOVAR
Notary Public, State of Texas
My Commission Expires
April 03, 2011

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: Best Care Physical Therapy P.C. **Telephone Name:** (956-618-1300

dba Name: Advanced Therapy Solutions- Edinburg

Legal Name:

Mailing Address: 4116 S. Jackson **Fax Name:** ( ) 956-618-1385

Physical Address: 4116 S. Jackson

City, State, Zip: Edinburg, Texas, 78539 **Tax I.D. №** 74-3017163

Remit to Address: **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s) Margarita Falcon / Program Administrator

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Margarita Falcon

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

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

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

Certification For
Primary Covered Transactions

1. The Advanced Therapy Solutions Edbg. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: Margarita Falcon / Margarita Falcon

Print Name: Margarita Falcon

Title: Program Administrator

Telephone No.: 956-618-1300 Date: 4-29-2010

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

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

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

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

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

Faz Labasbas, LLC, dba / Weslaco Therapy Center
505 Angelita St. Suite 16
Weslaco Tx. 78596

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the

Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder

are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
FAZ LABASBAS, LLC.,
dba / WESLACO THERAPY CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

FAZ LABASBAS, LLC/ DBA WESLACO THERAPY CENTER

2010-2011

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

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 45.00
b. Speech Therapy Re-Evaluation	$ 45.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 45.00
d. Occupational Therapy Evaluation Individual	$ 45.00
e. Occupational Therapy Re-Evaluation	$ 45.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 45.00
g. Physical Therapy Evaluation Individual	$ 45.00
h. Physical Therapy Re-Evaluation	$ 45.00
i. Physical Therapy Treatments - 30 Minute Units	$ 45.00
j. Aquatics - 15/30 Minute Units	$ n/a

Print Date: 04/10/10

CNA

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

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312173749	from: 12:01 AM Standard Time on: 04/08/10 to: 12:01 AM Standard Time on: 04/08/11

Named Insured and Address:

Faz Labasbas, LLC
505 Angelita Dr Ste 16
Weslaco, TX 78596-4694

Medical Specialty: Physical Therapist Firm
Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

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

C. WORKPLACE LIABILITY

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

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

D. GENERAL LIABILITY

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

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

Total: $ 2,874.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 G-141234-A

Master Policy # 188711433

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

Thomas F. Motamed
Chairman of the Board

Secretary

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539

Issue Date (MM/DD/YY) 06/09/10

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

St. 19 Dist. 42 Agent 363

Insured Name & Address
- FAZ-LABASBAS, LLC
- WESLACO THERAPY CENTER
- 505 ANGELITA DR
- WESLACO, TEXAS 78596

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D: _____

Coverages

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

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	X	General Liability	60432 96 43	01/30/10	01/30/11	General Aggregate	$ 4,000,000
		Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B	X	Automobile Liability	60432 96 43	06/07/10	01/30/11	Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos				Bodily Injury (Per accident)	$
	X	Hired Autos				Property Damage	$
	X	Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

505 ANGELITA DR, WESLACO, TEXAS 78596
PHYSICAL, SPEECH, OCCUPATIONAL THERAPY
2008 HONDA ODYSSEY #5NFRL38228B066407

Certificate Holder

Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

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

Nora Cantu

Authorized Representative

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL INS AGENCY
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539
- PH: 956-381-0951

Issue Date (MM/DD/YY) 04/23/10

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

St. 19 Dist. 42 Agent 363

Insured Name & Address
- WESLACO THERAPY CENTER
- FAZ-LABASBAS, LLC
- 505 ANGELITA DR, STE 16
- WESLACO, TEXAS 78596

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Coverages

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

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B		General Liability	60432 96 43	01/30/10	01/30/11	General Aggregate	$ 4,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B		Automobile Liability	60432 96 43	01/30/10	01/30/11	Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos				Bodily Injury (Per accident)	$
	X	Hired Autos				Property Damage	$
	X	Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
A	X	Workers' Compensation and Employers' Liability	B07079012	04/24/10	04/24/11	Statutory	
						Each Accident	$ 100,000
						Disease - Each Employee	$ 100,000
						Disease - Policy Limit	$ 500,000

Description of Operations/Vehicles/Restrictions/Special Items:

505 ANGELITA DR STE 16, WESLACO, TEXAS 78596

Certificate Holder

Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

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

Authorized Representative

56-2492 4-94 Copy Distribution: Service Center Command Agent's Copy

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: FAZ LABARBAS, LLC D/B/A WESLACO THERAPY CENTER

Address: 505 ANGELITA ST. STE 16 WESLACO, TX 78596

By: [signature]

Printed Name: JOEL LABARBAS, PT

Title: PRESIDENT

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: FAZ LABARBARA, LLC D/B/A WESLACO THERAPY CENTER

ADDRESS: 505 ANGELITA ST. STE 16 WESLACO TX. 78596

AUTHORIZED REPRESENTATIVE: JOEL LABARBARA PT

SIGNATURE: _____

TITLE: PRESIDENT

TELEPHONE: 956-969-5777 FAX NO. 956-969-5775

E-MAIL: WESLACOTHERAPY@AOL.COM

DATE: 4/28/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

~~Signature:~~ _____

Print Name: JOEL LAGANBAS, PT

Title: PRESIDENT

Telephone Number: 956-969-5777

Date: 4/28/10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: TEXAS BOARD OF PHYSICAL AND OCCUPATIONAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

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

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

~~Authorized Signature~~

4/28/10
Date

FAZLABADBAZ, LLC D/B/A
WESLACO THERAPY CENTER
Company

505 ANGELITA ST. STE 16
Address

WESLACO, TX. 78596
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.
FAZ LABARBARA, LLC D/B/A WELLACO THERAPY CENTER

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

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

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

NONE / N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 JOEL LABARBARA PT

Signature of person doing business with the governmental entity

4/28/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOEL [illegible] / FAT [illegible], LLC D/B/A WELLNESS THERAPY CENTER being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: [signature] / PRESIDENT

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

[signature] Maria Teresa Sandoval

Notary Public

My Commission expires: Feb. 3, ~~2010~~ 2011

MARIA TERESA SANDOVAL
MY COMMISSION EXPIRES
February 3, 2011

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: FAZ LABARBAS, LLC **Telephone Name:** (956) 969-5774

dba Name: WESLACO THERAPY CENTER

Legal Name: FAZ LABARBAS, LLC.

Mailing Address: 505 ANGELITA ST-STE 16 WESLACO TX. 78596 **Fax Name:** (956) 969-5775

Physical Address: 505 ANGELITA ST. STE 16, WESLACO TX. 78596

City, State, Zip: WESLACO, TX. 78596 **Tax I.D. №** 06-1828867

Remit to Address: 505 ANGELITA ST. STE 16 **City, State, Zip** WESLACO, TX. 78596

E-Mail Address: WESLACOTHERAPY@AOL.COM

Representative(s) Name(s) & Title(s) JOEL LABARBAS / PRESIDENT

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 06-1828867

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify ~~HEALTH CARE SERVICES~~: PHYSICAL THERAPY / OCCUPATIONAL THERAPY / SPEECH THERAPY

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
JOEL LABARBAS, PT / PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? OCCUPATIONAL THERAPY, SPEECH THERAPY, PHYSICAL THERAPY
Would you like to be provided with specifications for procurements of such products ?: YES✓ NO__

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

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

Certification For
Primary Covered Transactions

1. The FAZ LABAYBAY, LLC d/b/a WESLACO THERAPY CENTER (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: _____

Print Name: JOEL LABAYBAY JPT

Title: PRESIDENT

Telephone No.: 956-969-5777 Date: 4/28/10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FAZ LABASBAS, LLC.

Business name, if different from above
WEBLACO THERAPY CENTER

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
505 ANGELITA ST. STE 16

Requester's name and address (optional)

City, state, and ZIP code
WEBLACO, TX. 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
06 1828867

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 4/28/10

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

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

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

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

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

Elsa Therapy & Wellness Center, Inc. dba/
Jumpstart Therapy Medical & Clinic
P.O. Box 1769
Elsa TX, 78543

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by

the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
Elsa Therapy & Wellness Center Inc.
dba/ Jumpstart Therapy & Medical Clinic
SOLUTIONS

BY: _____
(Provider's Name)

Victor H. De La Cruz
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B
Fee Schedule

ELSA THERAPY & WELLNESS CENTER, INC. DBA/JUMPSTART THERAPY & MEDICAL CLINIC

2010-2011

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

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments - 30 Minute Units	$ 25.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 25.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments - 30 Minute Units	$ 25.00
j. Aquatics - 15/30 Minute Units	$ N/A

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID NO

DATE (MM/DD/YYYY) 08/11/09

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

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

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: RGVTR-3

INSURED
Jump Start Medical & Therapy
Clinic, ElsaTherapy&Wellness
111 N 17th Street Ste A
Donna TX 78537

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Intersate Ins. Co.	
INSURER B:	Zurich American	
INSURER C:	Texas Mutual Insurance Co.	22945
INSURER D:	United National Insurance Co.	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PAS01803768	08/01/09	08/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SCA000506601	06/13/09	06/13/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $ 0			PAS01803768	08/01/09	08/01/10	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001200113	04/16/10	04/16/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500000 $500000 $500000
D	Professional Liab			AH000115008	05/30/09	05/30/10	Aggregate Per Claim	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is added as additional insured on General liability per attached form #CG2010 07/04. See attached vehicle list.

CERTIFICATE HOLDER

HIDCHDS

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

For: Jump Start Medical & Therapy
Clinic, ElsaTherapy&Wellness
111 N 17th Street Ste A
Donna, TX
78537 956-464-0166

Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen, TX
78505-1630 956-682-2841

Business Automobile - Vehicle Schedule

Policy No. SCA000506602

1	2006	Ford	E350	1FBNE31L96HB38808	Donna, TX 78537		22,000	X	X		X	500	1,000	
2	2006	Ford	E350	1FBNE31L86HB00900	Elsa, TX 78543		35,201	X	X		X	500	1,000	
3	2007	Dodge	G. Caravan	1D4GP24R87B254930	Elsa, TX 78543		15,888	X	X		X	500	1,000	
4	2007	Toyota	Sienna	5TDZK23C77S029038	Elsa, TX 78543		14,995	X	X		X	500	1,000	
5	2007	HYUNDAI	ENTOURAGE	KNDMC23397601 9745	Elsa, TX 78543		13,960	X	X		X	500	1,000	
8	2001	Ford	E350	1FTNS24L31HB50106	Donna, TX 78537		15,000	X	X		X	500	1,000	

This summary does not alter the conditions, exclusions or others terms of the policies themselves.

Certification For
Primary Covered Transactions

1. The ELSA THERAPY & WELLNESS CENTER, INC. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ELSA THERAPY & WELLNESS CENTER INC (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Victor Hugo DLC

Print Name: VICTOR HUGO DELACRUZ

Title: ADMINISTRATOR

Telephone No.: 956.262.1037 Date: 4/30/10

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, VICTOR HUGO DELACRUZ, possess all of the **APPLICABLE**;

1. Licenses: PROFESSIONAL THERAPIST
2. Bonds: _____
3. Certificates: LIABILITY INSURANCE
4. Permits: BUSINESS (CITY OF DONNA)
5. Other: _____

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

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

Victor H. De La Cruz
Authorized Signature

4/30/10
Date

ELSA THERAPY & WELLNESS CENTER, INC
Company

PO BOX 1769
Address

ELSA, TX, 78543
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, VICTOR HUGO DELACRUZ, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Victor Hidalgo Administrator

Subscribed and sworn to before me this 30th day of Apr. 1, 2010.

Notary Public

My Commission expires: 06/27, ~~2010~~ 2011

JULISSA R. MARQUEZ
My Commission Expires
June 27, 2011

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: ELSA THERAPY & WELLNESS CENTER INC **Telephone Name:** (956) 262-1037

dba Name: JUMP START THERAPY & MEDICAL CLINIC

Legal Name: ELSA THERAPY & WELLNESS CENTER INC

Mailing Address: PO BOX 1769, ELSA, TX, 78543 **Fax Name:** (956) 262-7756

Physical Address: 205 W EDINBURG AVE / 111 N 17th St Ste B & C

City, State, Zip: ELSA, TX, 78543 / DONNA, TX, 78537 **Tax I.D. №** 20-5072717

Remit to Address: PO BOX 1769 **City, State, Zip** ELSA, TX, 78543

E-Mail Address: hugo.delacruz@friendshealthcare.com

Representative(s) Name(s) & Title(s) VICTOR HUGO DELACRUZ, ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 32020039429 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-5072717

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
VICTOR HUGO DELACRUZ, ADMINISTRATOR

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ✓
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? NONE
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

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

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

N/A

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received
2103362

1 Name of person doing business with local governmental entity.

Elsa Therapy and Wellness Center

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Victor H. De La Cruz

5/17/10

Date

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: ELSA THERAPY & WELLNESS CENTER, INC / DBA JUMPSTART THERAPY & MEDICAL CLINIC

Address: PO BOX 1769, ELSA, TX, 78543

By: Victor H de la Cruz

Printed Name: VICTOR HUGO DE LA CRUZ

Title: ADMINISTRATOR

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: ELSA THERAPY & WELLNESS CENTER, INC. / DBA JUMPSTART THERAPY & MEDICAL CLINIC

ADDRESS: PO BOX 1769, ELSA, TX, 78543

AUTHORIZED REPRESENTATIVE: VICTOR HUGO DELACRUZ

SIGNATURE: Victor H de la Cruz

TITLE: ADMINISTRATOR

TELEPHONE: 956-262-1037 FAX NO. 956. 262-7756

E-MAIL: hugo.delacruz@friendshealthcare.com

DATE: 4/30/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Victor H. De La Cruz

Print Name: VICTOR HUGO DE LA CRUZ

Title: ADMINISTRATOR

Telephone Number: 956.262.1037

Date: 4/30/20

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
ELSA THERAPY & WELLNESS CENTER, INC

Business name, if different from above
DBA JUMP START THERAPY & MEDICAL CLINIC

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO BOX 1769

Requester's name and address (optional)

City, state, and ZIP code
ELSA, TEXAS 78543

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
2	0	–	5	0	7	2	7	1	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Victor H. Lilly Date ► 4/30/10

Purpose of Form

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

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

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

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Speech Success, LLC
5253 N. 23rd
Mcallen, TX 78504

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

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

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

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
SPEECH SUCCESS, LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B
Fee Schedule

SPEECH SUCCESS, LLC
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

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

CNA

Print Date: 12/19/09

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

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285389632	from: 12:01 AM Standard Time on: 12/07/09 to: 12:01 AM Standard Time on: 12/07/10

Named Insured and Address:

Speech Success, LLC
5253 N 23rd St
Mcallen, TX 78504-4010

Medical Specialty:
Speech Language Pathologist Firm

Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

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

C. WORKPLACE LIABILITY

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

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

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

General Liability (GL)	$1,000,000 each occurrence	$3,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 2,676.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C
G-123827-B G-141235-A

Master Policy # 188711433

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

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS SPEEC-1

DATE (MM/DD/YYYY) 08/06/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax:956-630-4015

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

INSURED

Speech Success LLC
Fabiloa Trevino
5253 N 23rd
McAllen TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Ins. Co.	40282
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

R ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	UB8469N831	08/06/09	08/06/10	X WC STATU-TORY LIMITS ☐ OTH-ER	
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1000000
	OTHER				E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000

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

CERTIFICATE HOLDER

HIDCHED

Hidalgo Country Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SHEPARD WALTON KING

ACORD 25 (2001/08)

Commercial Certificate of Insurance

Agency Name & Address
- BERNARDO TITO RAMIREZ
- INSURANCE AGENCY
- 111 WEST HWY 83
- PHARR, TX 78577

Issue Date (MM/DD/YY): 05/06/10

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

Insured Name & Address
- SPEECH SUCCESS, LLC.
- 5322 N 23RD ST.
- McALLEN, TX 78504

Companies Providing Coverage:

Company Letter A: HALLMARK COUNTY MUTUAL INS CO
Company Letter B:
Company Letter C:
Company Letter D:

Coverages

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

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	TXA501363	02/11/10	02/11/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

SEE ATTACHED SCHEDULE OF COVERED AUTOS

ADDITIONAL INSURED:

Name & Address
- HIDALGO COUNTY HEAD START
- PROGRAM-PROCUREMENT DEPT.
- P.O. BOX 0117
- EDINBURG, TX 78540

Cancellation

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

Authorized Representative

50 2492 4 94

H 01

Received Time May. 6. 2010 2:14PM No. 8747

STC5/5559
Previous Policy Number

Policy No. TXA501363 -02
ITEM ONE

BUSINESS AUTO COVERAGE FORM — TEXAS

DECLARATIONS
HALLMARK COUNTY MUTUAL INSURANCE COMPANY
Dallas, Texas

☐ The declarations include a second part designated "Part 2"

Name of Insured and Mailing Address (NO., STREET, TOWN OR CITY, COUNTY, STATE, ZIP CODE)
ECH SUCCESS, LLC.
5522 NO. 23RD ST.
MCALLEN, TX 78504

BERNARDO TITO RAMIREZ INS AGCY 006737

TRANSPORT PATIENTS TO AND FROM THERAPY

Policy Period: From 02-11-10 To 02-11-11 at 12:01 A.M. Standard Time at your mailing address shown above
Form of Business: ☐ Corporation ☐ Partnership ☒ Individual ☐ Other _____
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

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

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
LIABILITY					
Bodily Injury		$	each person/ $	each accident	$ 10,116.00
Property Damage		$	each accident		
Combined Liability	7	$ 500,000	each accident		
PERSONAL INJURY PROTECTION (P.I.P)	7	$ 2,500	per person		$ 2,700.00
AUTO MEDICAL PAYMENTS		$			$
UNINSURED/UNDERINSURED MOTORISTS					
Bodily Injury		$	each person/ $	each accident	
Property Damage		$	each accident		$ 3,078.00
Combined Liability	7	$ 500,000	each accident		
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 500 Ded. FOR EACH COVERED AUTO BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING †			$ 1,236.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM †			$
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MNUS $ 500 Ded. FOR EACH COVERED AUTO †			$ 1,872.00
PHYSICAL DAMAGE TOWING AND LABOR		for each disablement of a private passenger auto			$

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements - TX CA 100 (08/09)

PREMIUM FOR ENDORSEMENTS	$ 100.00
FULLY EARNED POLICY FEE	$ 516.00
Automobile Theft Prevention Authority Fee	$ 9.00
ESTIMATED TOTAL PREMIUM	$ 19,627.00

S/C .900 Premium shown is payable: $ 19,627.00 at inception

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

† See ITEM FOUR for hired or borrowed autos

Covered Auto NO.	DESCRIPTION Year; Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)	PURCHASED Original Cost New	Actual Cost &	NEW (N) USED (U)	TERRITORY: Town & State Where the Covered Auto will be principally garaged
1	SEE ATTACHED SCHEDULE				
2					
3					

Covered Auto NO.	CLASSIFICATION Radius of Operation (In Miles)	Business use s=service r=retail c=commercial	Size GVW, GCW or vehicle Seating Capacity	Age Group	Primary Rating Factor Liab	Primary Rating Factor Phy. Damage	Secondary Rating Factor	Code	Except for Towing all physical damage loss is payable to you and the loss Payee named below as interest may appear at the time of the loss
1									
2									
3									

THESE DECLARATIONS TOGETHER WITH THE POLICY JACKET, BUSINESS AUTO COVERAGE FORM COMMON POLICY CONDITIONS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Policy No. TXA5U1363 -02

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (Con'd)

Covered Auto No.	DESCRIPTION Year Model, Trade Name, Body Type Serial Number (Or Vehicle Identification Number (VIN))	PURCHASED Original Cost New	Actual Cost A	NEW (N USED (U	TERRITORY: Town & State Where the Covered Auto will be principally garaged
1	2000 TOYOTA VAN 7PASSENGER TRK #4T3ZF13C8YU213120				MCALLEN, TX 057
2	2007 KIA VAN 7 PASSE NGER TRK #KNDMB133976124444		21,000		MCALLEN, TX 057
3	2003 JEEP GRAND CHER OKEE TRK #1J4GX48S73C575359		8,000		MCALLEN, TX 057
4	2006 KIA TRUCK #KNDMB233666031818		14,000		MCALLEN, TX 057
5	2007 GMC YUKON #1GKFC16027J201618		25,000		MCALLEN, TX 057
6	2005 HONDA ODYSSEY VAN #5FNRL38405B027490		15,000		MCALLEN, TX 057
7	2003 FORD WINDSTAR VAN #2FMZA51413BA118				MCALLEN, TX 057
8	02000 FORD EXCURSION #1FMNU4287YEE57172		20,000		MCALLEN, TX 057
9	2000 HYUNDAI SONOTA #KMHWF35V9YA201959				MCALLEN, TX 057

Covered Auto No.	CLASSIFICATION Radius of Operation (In Miles)	Business use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab.	Phy. Damage	Secondary Rating Factor	Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss
1	100	S	10,000	6	1.00		1.00	01134	
2	100	S	10,000	4	1.00	2.96	1.00	01134	KIA MOTOR FINANCE
3	100	S	10,000	6	1.00	3.75	1.00	01134	
4	100	S	10,000	5	1.00	2.95	1.00	01134	
5	100	S	10,000	4	1.00	2.96	1.00	01134	
6	100	S	10,000	6	1.00	2.95	1.00	01134	
7	100	S	10,000	6	1.00		1.00	01134	
8	100	S	10,000	6	1.00	2.96	1.00	01134	
9	100	S	10,000	6	1.00		1.00	01134	

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO columns applies instead)

Covered Auto No.	LIABILITY Premium	P.I.P. OR P.P.I. Premium	ADDED P.I.P. Premium	AUTO. MED. PAY Premium	UM Premium	PHYSICAL DAMAGE STATED* AMOUNT LIMIT	COMPREHENSIVE LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	COMPREHENSIVE Premium	SPEC. CAUSES OF LOSS LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	SPEC. CAUSES OF LOSS Premium	COLLISION LIMIT** MINUS DEDUCTIBLE SHOWN BELOW	COLLISION Premium	TOWING & LABOR Premium
1	1,124	300			342								
2	1,124	300			342	21,000	500	247			1000	374	
3	1,124	300			342	8,000	500	120			500	180	
4	1,124	300			342	14,000	500	164			500	249	
5	1,124	300			342	25,000	500	294			500	446	
6	1,124	300			342	15,000	500	176			500	267	
7	1,124	300			342								
8	1,124	300			342	20,000	500	235			500	356	
9	1,124	300			342								
TOTAL PREM.	10,116	2,700			3,078	XXXXXXXX	XXX	1,236	XXX		XXXX	1,872	

Add'l Coverage(s)– Premium, Limit, Deductible; *Not applicable to Towing and Labor **Limit stated in ITEM TWO.

Received Time May 6 2010 2:14PM No. 0747

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: Speech Success, LLC

ADDRESS: 5253 N. 23rd St. McAllen, Tx 78504

AUTHORIZED REPRESENTATIVE: Faviola H. Trevino

SIGNATURE: Faviola H. Trevino M.A. CCC-SLP

TITLE: Owner

TELEPHONE: 956-464-9395 FAX NO. 956-661-9495

E-MAIL: speechsuccess@speechsuccesstherapy.com

DATE: 4/28/10

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: Speech Success, LLC

Address: 5253 N. 23rd St. McAllen, Tx 78504

By: [signature]

Printed Name: Faviola H. Trevino

Title: Owner

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: [signature]

Print Name: Faviola H. Trevino

Title: Owner

Telephone Number: 956-664-9395

Date: 4/28/10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Faviola H. Trevino, possess all of the **APPLICABLE**;

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

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

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

Authorized Signature

4/28/10
Date

Speech Success, LLC
Company

5253 N. 23rd St.
Address

McAllen, Tx 78504
City, State, Zip

2098002

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Speech Success

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

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

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

_____

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Faviola H. Trevino — 4/28/10

Signature of person doing business with the governmental entity — Date

Faviola H. Trevino

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Speech Success, LLC, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Owner

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

Liza Mable Treviño

Notary Public

My Commission expires: 3-6-2014, 2010

Liza Mable Treviño

LIZA MABLE TREVINO
Notary Public, State of Texas
My Commission Expires
March 06, 2014

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: Speech Success, LLC **Telephone Name:** (956) 664-9395

dba Name:

Legal Name: Speech Success, LLC

Mailing Address: 5253 N. 23rd **Fax Name:** (956) 661-9495

Physical Address:

City, State, Zip: McAllen, Tx 78504 **Tax I.D. №** 203157986

Remit to Address: **City, State, Zip**

E-Mail Address: Speechsuccess@speechsuccesstherapy.com

Representative(s) Name(s) & Title(s) Faviola H. Trevino – Owner

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: N/A **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 203157986

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Faviola H. Trevino – Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ✓
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES___ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES___ NO ✓

What type of product(s) is/are solicited by your company? Speech and Occupational Therapy
Would you like to be provided with specifications for procurements of such products ?: YES___ NO___

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

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

Certification For
Primary Covered Transactions

1. The Speech Success, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: _____

Print Name: Faviola H. Treviño

Title: Owner

Telephone No.: 956-664-9395 Date: 4/28/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Speech Success, LLC

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

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
5253 N. 23rd St.	
City, state and ZIP code	**City, state and ZIP code**
McAllen, Tx 78504	

Phone # (956) 664-9395 Fax # (956) 661-9495 Email address: speechsuccess@speechsuccesstherapy.com

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
20-3115198

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] **Date** ▶ 4/28/10

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Team Success, Inc.
720 E. Ave. Suite 1008
Elsa, Texas 78543

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

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

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

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
TEAM SUCCESS, INC.

BY: _____
(Provider's Name)

Patricia Marshall
(Print Name)

V. President
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

TEAM SUCCESS INC.

2010-2011

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

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	$ 40.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a
f. Occupational Therapy Treatments - 30 Minute Units	$ n/a
g. Physical Therapy Evaluation Individual	$ n/a
h. Physical Therapy Re-Evaluation	$ n/a
i. Physical Therapy Treatments - 30 Minute Units	$ n/a
j. Aquatics - 15/30 Minute Units	$ n/a

Shepard Walton King Ins. Group
801 N. Main
P O. Box 1630
Allen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North American	
INSURER B:	FirstComp Insurance	
INSURER C:	Lloyds of London	
INSURER D:		
INSURER E:		

INSURED

Team Success Inc
P O Box 338
Elsa TX 78543

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAS003222843	09/22/09	09/22/10	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below	TSV000536901	09/22/09	09/22/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1000000
						E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
C		OTHER Professional Liab	C080862	09/22/09	09/22/10	Aggregate	$3,000,000
						Per Claim	$1,000,000

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

Certificate Holder is added as additional insureds but only as respects to liability per attached form #CG2026 07/04.

CERTIFICATE HOLDER

HIDCHDS

Hidalgo County Headstart Program
P O Box 0117
Edinburg TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01) © 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

956-262-2232

PO Box 94739
Cleveland, OH 44101
800-895-2886

Policy number: 06570355-1
Underwritten by:
Progressive County Mutual Ins Co
August 24, 2009

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO CTY HEADS PO BOX 0117 EDINBURG, TX 78540	TEAM SUCCESS INC P O BOX 338 ELSA, TX 78543	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

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

Policy Effective Date: Aug 23, 2009	Policy Expiration Date: Aug 23, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items
Scheduled autos only

Certificate number
23609MB0355

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10.02)

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Named insured

TEAM SUCCESS INC
P O BOX 338
ELSA, TX 78543

Policy number: 06570355-1
Underwritten by:
Progressive County Mutual Ins Co
July 28, 2009
Policy Period: Aug 23, 2009 - Aug 23, 2010

progressive.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

800-895-2886
For customer service and claims service, 24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary
This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by August 23, 2009.

Your coverage begins on August 23, 2009 at 12:01 a.m. This policy expires on August 23, 2010 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 2852TX (02/07), 4852TX (03/07), 4881TX (02/07) and Z311 (06/07).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability Coverage			$1,061
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$500,000 combined single limit		279
Uninsured Motorist Property Damage	Included in combined single limit	$250	126
Personal Injury Protection	$25,000 each person		129
Comprehensive			99
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			121
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			59
See Auto Coverage Schedule			
Subtotal policy premium			**$1,874**
Automobile Theft Prevention Authority Fee			1
Fees			40
Total 12 month policy premium			**$1,915**
Discount if paid in full			-142
Total 12 month policy premium if paid in full			**$1,773**

Rated drivers

1. PATRICIA MARSHALL
2. SANDRA BERNAL
3. SANJUANITA MENDEZ

Continued

Auto coverage schedule

1. **2007 KIA Sedona Ex/Lx**
VIN: KNDMB233976164075

Stated Amount: $12,000
Garaging Zip Code: 78543 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,061	$279	$126	$129	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	
Physical Damage Premium	$1,000	$99	$1,000	$121	
	Rental Limit	**Rental Premium**			**Auto Total**
Other Coverages Premium	$40 per day Max $1200	$59			**$1,874**

Premium discount

Policy	
06570355-1	Renewal

Loss Payee information

1.	Loss Payee	Auto 1	JP MORGAN CHASE PO BOX 80015 ATLANTA, GA 30336 2007 KIA Sedona Ex/Lx (KNDMB233976164075)

Additional Insured information

1.	Additional Insured	HIDALGO CTY HEADS PO BOX 0117 EDINBURG, TX 78540

Important notice

You may qualify for a premium discount if any listed drivers have had a commercial drivers license for 2 years or more, or if you have other commercial coverages such as a General Liability or a Business Package Policy. Please contact Customer Service or your agent for details.

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: Team Success Inc. DBA Team Success Therapy Center

Address: 720 E. Edinburg Ave Suite 1008 Pharr, TX

By: P. Marshall

Printed Name: Patricia Marshall

Title: Vice President

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: Team Success Inc. dBA Team Success Therapy Center

ADDRESS: 720 E. Edinburg Ave Suite 1008; P.O. Box 338 Elsa, TX 78543

AUTHORIZED REPRESENTATIVE: Patricia Marshall

SIGNATURE: P Marshall

TITLE: V - President

TELEPHONE: 262-2222 FAX NO. 262-2232

E-MAIL: Teamsuccess therapy center @ yahoo.com

DATE: 4 - 10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: P Marshall

Print Name: Patricia Marshall

Title: V - President

Telephone Number: 262-2222

Date: 4-30-10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Patricia Marshall, possess all of the **APPLICABLE**;

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

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

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

P. Marshall
Authorized Signature

4-29-10
Date

Team Success Inc
Company

P.O Box 338
~~Elsa, TX 78543~~
Address 720 E. Edinburg Ave Suite 1008

Elsa, TX 78543
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Team Success Inc. P. Marshall

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Patricia A. Marshall

Signature of person doing business with the governmental entity

Patricia A. Marshall

4-28-10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, P. Marshall, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Patricia A Marshall

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

M Moreno

Notary Public

My Commission expires: 10-25-12, 2010

M Moreno
Notary Public, State of Texas
My Commission Expires:
October 25, 2012

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: Team Success Inc. **Telephone Name:** (956) 262-2222

dba Name: Team Success Therapy Center

Legal Name: Team Success Inc.

Mailing Address: P.O Box 338 **Fax Name:** ( ) 956-262-2232

Physical Address: 720 E Edinburg Ave Suite 1008

City, State, Zip: Elsa, TX 78543 **Tax I.D. №** 251925934

Remit to Address: **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s) Patricia Marshall, V-President

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 25-1925934 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Patricia Marshall

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

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

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

Certification For
Primary Covered Transactions

1. The Team Sales Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: P. Marshall

Print Name: Patricia Marshall

Title: V - President

Telephone No.: 956 262-2222 Date: 4-30-10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Team Success Inc.

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

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

Legal Address: number, street, and apt. or suite no.
P.O BOX 338 / 720 E. Edinburg Ave

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

City, state and ZIP code
Pilsa, TX 78543 #1008

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐ 251925934

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] **Date** ▶ 4-30-10

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Valley Therapy Center, Inc.
4232 N. McColl Rd.
McAllen Tx, 78504

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

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

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

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
VALLEY THERAPY CENTER, INC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

Valley Therapy Center, Inc.

2010-2011

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

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

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 45.00
b. Speech Therapy Re-Evaluation	$ 45.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 45.00
d. Occupational Therapy Evaluation Individual	$ 45.00
e. Occupational Therapy Re-Evaluation	$ 45.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 45.00
g. Physical Therapy Evaluation Individual	$ 45.00
h. Physical Therapy Re-Evaluation	$ 45.00
i. Physical Therapy Treatments - 30 Minute Units	$ 45.00
j. Aquatics - 15/30 Minute Units	$ n/a

CNA

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

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312126432	from: 12:01 AM Standard Time on: 04/01/10 to: 12:01 AM Standard Time on: 04/01/11

Named Insured and Address:

Valley Therapy Center Inc
4232 N Mccoll Rd
Mcallen, TX 78504-2523

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

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

C. WORKPLACE LIABILITY

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

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

D. GENERAL LIABILITY

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

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

Total: $ 3,392.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 GSL 5589

Master Policy # 188711433

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

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- EDDIE VILLARREAL INS AGENCY
- 506 W UNIVERSITY DR
- EDINBURG, TEXAS 78539
- PH: 956-381-0951

Issue Date (MM/DD/YY) 06/07/10

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

St. 19 Dist. 42 Agent 363

Insured Name & Address
- VALLEY THERAPY CENTER, INC
- 4232 N MCCOLL RD
- MCALLEN, TEXAS 78501

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

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

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	X	General Liability	60432 96 43	01/17/10	01/17/11	General Aggregate	$ 4,000,000
		Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 2,000,000
		Contractual - Incidental Only				Each Occurrence	$ 2,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B		Automobile Liability				Combined Single Limit	$ 1,000,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos	60432 96 43	01/17/10	01/17/11		
	X	Hired Autos				Bodily Injury (Per accident)	$
	X	Non-Owned Autos				Property Damage	$
		Garage Liability				Garage Aggregate	$
		Umbrella Liability				Limit	$
A	X	Workers' Compensation and Employers' Liability	B07079012	04/24/10	04/24/11	Statutory	
						Each Accident	$ 100,000
						Disease - Each Employee	$ 100,000
						Disease - Policy Limit	$ 500,000

Description of Operations/Vehicles/Restrictions/Special Items:

4232 N MCCOLL RD, MCALLEN, TEXAS 78501
PHYSICAL, SPEECH, OCCUPATIONAL THERAPY
2010 TOYOTA COROLLA #1NXBU4EE3AZ225219

Certificate Holder Name & Address
- HIDALGO COUNTY HEADSTART
- PO BOX 0117
- EDINBURG, TEXAS 78540

Cancellation

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

Authorized Representative

58-2492 4-91

Copy Distribution: Service Center Copy and Agent's Copy

H-01

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: VALLEY THERAPY CENTER, INC.

Address: 4232 N. McColl RD, McALLEN TX. 78504

By: [signature]

Printed Name: JOEL LARSEN PT

Title: PRESIDENT

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

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

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

COMPANY: VALLEY THERAPY CENTER, INC.

ADDRESS: 4232 N. MC COLL RD, MCALLEN TX. 78504

AUTHORIZED REPRESENTATIVE: JOEL LARRAGA PT

SIGNATURE: [signature]

TITLE: PRESIDENT

TELEPHONE: 956-661-0777 FAX NO. 956-661-0779

E-MAIL: VALLEYTHERAPY@AOL.COM

DATE: 4/28/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: JOEL VASQUEZ IPI

Title: PRESIDENT

Telephone Number: 956-661-0777

Date: 4/28/10

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, JOEL LARATTBAI, possess all of the **APPLICABLE**;

1. Licenses: TEXAS PHYSICAL AND OCCUPATIONAL THERAPY LICENSES
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: TEXAS DEPARTMENT OF HEALTH CERTIFICATION TO PROVIDE SERVICES TO MEDICARE AND MEDICAID BENEFICIARIES

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

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

Authorized Signature

4/28/10
Date

VALLEY THERAPY CENTER, INC
Company

4232 N. MC COLL RD
Address

MCALLEN, TX. 78504
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOEL LABATORIO/VALLEY THERAPY CENTER, INC., being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: JOEL LABATORIO/PT / PRESIDENT

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

Maria Teresa Sandoval

Notary Public

My Commission expires: Feb. 3, ~~2010~~ 2011

MARIA TERESA SANDOVAL
MY COMMISSION EXPIRES
February 3, 2011

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: VALLEY THERAPY CENTER, INC **Telephone Name:** (956) 661-0779

dba Name: VALLEY THERAPY CENTER

Legal Name: VALLEY THERAPY CENTER, INC.

Mailing Address: 4232 N. McCOL RD MCALLEN, TX 78504 **Fax Name:** (956) 661-0779

Physical Address: 4232 N. McCOL RD

City, State, Zip: MCALLEN, TX. 78504 **Tax I.D. №** 61-1494320

Remit to Address: 4232 N. MC COL RD **City, State, Zip** MCALLEN, TX - 78504

E-Mail Address: VALLEYTHERAPY@AOL.COM

Representative(s) Name(s) & Title(s) JOEL LARRAGAS / PRESIDENT

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 61-1494320

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ___Service Organization ✓Other, Specify HEALTH SERVICES

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
JOEL LARRAGAS PT / PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? HEALTH CARE SERVICES: PHYSICAL/OCCUPATIONAL/SPEECH THERAPY
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

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

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

Certification For
Primary Covered Transactions

1. The VALLEY THERAPY CENTER INC. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: _____

Print Name: JOEL LARSON IPT

Title: PRESIDENT

Telephone No.: 956-682-0777 Date: 4/28/10

(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Identification Number and Certification

requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
VALLEY THERAPY CENTER INC.

Business name, if different from above
VALLEY THERAPY CENTER

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4232 N. McColl RD

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN, TX. 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
61 1494320

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-11-10

General Instructions

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

Purpose of Form

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

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

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

2. Certify that you are not subject to backup withholding, or

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Life Skills Therapy Center, LLC
220 Bicentennial Blvd. Ste. A,
McAllen, TX 78501

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

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

consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
LIFE SKILLS THERAPY CENTER, LLC

BY: _____
(Provider's Name)

ARMIN TOLENTINO
(Print Name)

DIRECTOR OF HUMAN RESOURCES
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

LIFE SKILLS THERAPY CENTER, LLC

2010-2011

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable Reimbursements:

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

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 37.00
b. Speech Therapy Re-Evaluation	$ 37.00
c. Speech Therapy Treatments- 30 Minute Units	$ 37.00
d. Occupational Therapy Evaluation Individual	$ 37.00
e. Occupational Therapy Re-Evaluation	$ 37.00
f. Occupational Therapy Treatments-30 Minute Units	$ 37.00
g. Physical Therapy Evaluation Individual	$ 37.00
h. Physical Therapy Re-Evaluation	$ 37.00
i. Physical Therapy Treatments-30 Minute Units	$ 37.00

OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0273493082	from: 12:01 AM Standard Time on: 03/08/10 to: 12:01 AM Standard Time on: 03/08/11

Named Insured and Address:

Life Skills Therapy Center, LLC
220 S Bicentennial Blvd Ste A
Mcallen, TX 78501-7019

Medical Specialty:
Physical Therapist Firm

Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY	
A. PROFESSIONAL LIABILITY		
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	
B. COVERAGE EXTENSIONS:		
License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.	
Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C Workplace Liability is made part of this policy	
General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 5,000.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A GSL13424 GSL13425 G-123846-C42
GSL3886 GSL3908 G-141234-A

Master Policy # 188711433

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

Thomas F. Motamed
airman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2010

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

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

INSURED
LIFE SKILLS THERAPY CENTER, LLC
220 S Bicentennial Blvd Ste A
PO BOX 4624
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHNAGE	
INSURER B: SCOTTSDALE INSURANCE CO	
INSURER C: FARMERS INS EXCHANGE	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	06940 24 94	01-25-10	01-25-11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CAS0089051	03/23/10	03/23/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A07080695	08-24-09	08-24-10	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

SCHEDULED AUTOS: 1) 2009 HONDA ODYESSY #50612, 2) 2010 HONDA ODYESSY #10058,
3) 2006 HONDA ODYESSY #86429, 4) 2004 HONDA ODYESSY #16929,
5) 2003 HONA ODYESSY #51975, 6) 2005 HONDA ODYESSY #64926,
7) 2008 HONDA CRV #05574

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
PO BOX 0117
EDINBURG, TEXAS 78540

ATTN: M TOVAR

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: LIFE SKILLS THERAPY CENTER, LLC

Address: 220 S. BICENTENNIAL BLVD - SUITE A, MCALLEN, TX 78501

By: [signature]

Printed Name: ARMIN M. TOLENTINO

Title: DIRECTOR OF HUMAN RESOURCES

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

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

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

COMPANY: LIFE SKILLS THERAPY CENTER, LLC

ADDRESS: 220 S. BICENTENNIAL BLVD. - Suite A, McALLEN, TX 78501

AUTHORIZED REPRESENTATIVE: ARMIN M. TOLENTINO

SIGNATURE: Armin Tolentino

TITLE: DIRECTOR of HUMAN RESOURCES

TELEPHONE: (956) 664-0555 FAX NO. (956) 664-0557

E-MAIL: armin.tolentino@me.com

DATE: 3-31-2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

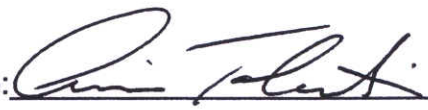
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: 

Print Name: ARMIN M. TOLENTINO

Title: DIRECTOR of HUMAN RESOURCES

Telephone Number: (956) 664-0555

Date: 3-31-2010

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, LIFE SKILLS THERAPY CENTER, LLC, possess all of the **APPLICABLE**;

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

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

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

Authorized Signature

3-31-2010
Date

LIFE SKILLS THERAPY CENTER, LLC
Company

220 S. BICENTENNIAL BLVD - Suite A
Address

MCALLEN, TX 78501
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

LIFE SKILLS THERAPY CENTER, LLC.

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

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

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

N A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

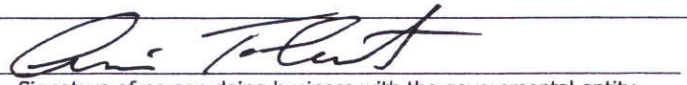
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 

Signature of person doing business with the governmental entity

ARMIN M. TOLENTINO

3/31/10

Date

Respondent/Vendor Application

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

Company Name: LIFE SKILLS THERAPY CENTER, LLC **Telephone Name:** (956) 688-6141

dba Name:

Legal Name: LIFE SKILLS THERAPY CENTER, LLC.

Mailing Address: P.O. Box 4624, McALLEN, TX 78502 **Fax Name:** (956) 688-6997

Physical Address: 220 S. BICENTENNIAL BLVD - Suite A

City, State, Zip: McALLEN, TX 78501 **Tax I.D. №** 20-0681356

Remit to Address: P.O. Box 4624 **City, State, Zip** McALLEN TX 78502-4624

E-Mail Address:

Representative(s) Name(s) & Title(s) ARMIN TOLENTINO - DIRECTOR of HUMAN RESOURCES
PERLA MORALES - BILLING SUPERVISOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 20-0681356 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify MEDICAL

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

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

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

Certification For
Primary Covered Transactions

1. The LIFE SKILLS THERAPY CENTER, LLC (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: _____

Print Name: ARMIN M. TOLENTINO

Title: DIRECTOR OF HUMAN RESOURCES

Telephone No.: (956) 664-0555 Date: 3-31-2010

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Life Skills Therapy Center, LLC

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 4624

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78502-4624

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
20 : 0681356

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► [signature] Date ► 3-31-2010

General Instructions

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

Purpose of Form

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

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

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

2. Certify that you are not subject to backup withholding, or

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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

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

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

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

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

Therapy R Us Rehabilitaion Specialists PLLC
1525 E. 6th Street Ste. B
Weslaco, TX 78596

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

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

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

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
THERAPY R US REHABILITATION SPECIALISTS

BY: Therapy R US Rehabilitation Specialists
(Provider's Name)

Melissa Rios
(Print Name)

Owner
(Title)

HIDAGLO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

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

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

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

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

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

The Hidalgo County Head Start Program agrees to ensure that:

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

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

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

Exhibit B

Fee Schedule

THERAPY R US REHABILITATION SPECIALISTS PLLC

2010-2011

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

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

Description Of Service Non-Certified	FEE
a. SPEECH THERAPY EVALUATION INDIVIDUAL	$ 50.00
B SPEECH THERAPY RE-EVALUATION	$ 50.00
C SPEECH THERAPY TREATMENTS-30 MINUTE UNIT	$ 35.00
D OCCUPATIONAL THERAPY EVALUATION INDUVIDUAL	$ 50.00
e. OCCUPATIONAL THERAPY RE EVALUATION	$ 50.00
f. OCCUPATIONAL THERAPY TREATMENTS-30 MINUTES	$ 35.00
g. PHYSICAL THERAPY EVALUATION INDUVIDUAL	$ 50.00
H PHYSICAL THERAPY RE-EVALUATION	$ 50.00
I PHYSICAL THERAPY TREATMENTS-30 MINUTES UNITS	$ 35.00
J AQUATICS-15/30 MINUTE UNITS	$ N/A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/10/2010

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

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

PRODUCER	CONTACT NAME:
MYRON F. STEVES & COMPANY 6800 PARK TEN BLVD., STE 160-S SAN ANTONIO, TX 78213	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THERAPY R US REHABILITATION SPECIALISTS PLCC: NYSSA TRANSPORTATION LLC 1525 E. 6TH ST., SUITE B WESLACO, TX 78596	INSURER A: EVANSTON INSURANCE COMPANY	
	INSURER B: AMENDED	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	N	N	SM866615	07/23/2009	07/23/2010	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					WC STATU-TORY LIMITS OTH-ER	
							EL. EACH ACCIDENT	$
							EL. DISEASE - EA EMPLOYEE	$
							EL. DISEASE - POLICY LIMIT	$
A	SPEC MED PROF LIAB	N	N	SM866615	07/23/2009	07/23/2010	EACH CLAIM	$1,000,000
							AGGREGATE	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
$2,500 DEDUCTIBLE PER CLAIM-INCLUDE EXPENSES
EFF: 5-10-10

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART PROGRAM

1901 W. STATE HWY. 107
MCALLEN, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fred Steves

ACORD 25 (2009/08) ©1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/25/2010

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

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

PRODUCER	CONTACT NAME:
MYRON F. STEVES & COMPANY 6800 PARK TEN BLVD., STE.160-S SAN ANTONIO, TX 78213	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THERAPY R US REHABILITATION SPECIALISTS GROUP PLLC 1525 E. 6TH STREET WESLACO, TX 78596	INSURER A : SOUTHERN COUNTY MUTUAL INS.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,001
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS	N	N	STC580060	07/27/2009	07/27/2010	PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

PIP $2,501/UIM-75,001/$501 COMP/COLL DED

2009 Chrysler Town & Country #6524 & 2003 Kia Van #8190.

EFF. 5/25/2010

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEADSTART PROGRAM 1901 W. STATE HWY .107 MCALLEN, TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Fred Steves

ACORD 25 (2009/09) ©1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2010

PRODUCER (210)930-6665 FAX: (210)930-1838
Alamo Insurance Group
3201 Cherry Ridge St. # D 405
n Antonio TX 78230-4823

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

INSURED
Therapy R US Rehabilitation Specialists
1525 E. 6th St., Suite B
Weslaco TX 78596-4667

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern Vanguard Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		CLAIMS MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSV0006737-01	6/1/2010	6/1/2011	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Headstart Program
1901 W. State Hwy 107
McAllen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John McMahan/EMILY Pat McMahan

ACORD 25 (2009/01)
NS025 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Request For Qualification

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

March 30, 2010

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

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

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

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

Respectfully submitted,

Respondent: Melissa Rios

Address: 525 E. 6th St Ste B, Weslaco, TX 78596

By: [signature]

Printed Name: Melissa Rios

Title: Administrator/SLP

ACKNOWLEDGMENT FORM

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

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

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

COMPANY: Therapy R Us Rehabilitation Specialists PLLC

ADDRESS: 1525 E. 6th St, Ste B, Weslaco, Tx 78596

AUTHORIZED REPRESENTATIVE: Melissa Rios

SIGNATURE: M.R.

TITLE: Administrator/SLP

TELEPHONE: (956) 969-9400 FAX NO. (956) 969-9411

E-MAIL: therapyrus@hotmail.com

DATE: 4/7/2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: M.R

Print Name: Melissa Rios

Title: Administrator/SLP

Telephone Number: (956) 969-9400

Date: 4/7/2010

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Melissa Rios, possess all of the **APPLICABLE**;

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

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

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

MR
Authorized Signature

4/7/2010
Date

Therapy R Us Rehabilitation
Company

1525 E. 6th St Ste B
Address

Weslaco, TX 78596
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

2093838

1 Name of person doing business with local governmental entity.

Therapy R US Rehabilitation Specialists PLLC

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire? N/A

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [signature]

Signature of person doing business with the governmental entity

4/7/2010

Date

Melissa Rios

Administrator

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Melissa Rios, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Administrator

State Texas, County Hidalgo.
Subscribed and sworn to before me this 27 day of April, 2010.

Gloria Mejia

Notary Public

My Commission expires: Nov 22/2013, ~~2010~~

GLORIA MEJIA
My Commission Expires
November 22, 2013

The UPS Store
1015 N Texas Blvd. Ste 20B
Weslaco, TX 78596
Phone: 956.969.8282

HIDALGO COUNTY
Respondent/Vendor Application

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

Company Name: Therapy RUS Rehabilitation **Telephone Name:** (956) 969-9400

dba Name:

Legal Name: Therapy RUS Rehabilitation Specialists PLLC

Mailing Address: 1525 E. 6th st Ste B Weslaco, TX 78596 **Fax Name:** (956) 969-9411

Physical Address: 1525 E. 6th St Ste B

City, State, Zip: Weslaco, TX 78596 **Tax I.D. №** 26-2858905

Remit to Address: 1525 E. 6th St Ste B **City, State, Zip** Weslaco, TX 78596

E-Mail Address: therapyrus@hotmail.com

Representative(s) Name(s) & Title(s) Melissa Rios & Administrator

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ___LLC ___Sole Proprietor ___Other, Specify PLLC

State Identification №: 32031365130 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 26-2858905

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___Distributor ___Service Organization ___Other, Specify Children's Rehab

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Melissa Rios, Administrator/SLP

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt ___
- Less than 250,000 annual gross receipt ___
- Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

- Black American ___
- Hispanic American ✓
- Asian Pacific American ___
- Native American ___
- Women ___
- Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO ✓

Indicate Certification №(s): N/A **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

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

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

Certification For
Primary Covered Transactions

1. The Therapy R Us Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature: MLR

Print Name: Melissa Rios

Title: Administrator

Telephone No.: (956) 969-9400 Date: 4/7/2010

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Therapy R US Rehabilitation Specialists PLLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☑ Other (see instructions) ► **PLLC**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1525 E. 6th Street Ste B

Requester's name and address (optional)

City, state, and ZIP code
Weslaco, TX 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

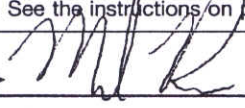
Employer identification number
26 : **2858905**

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ►  Date ► 4/7/2010

General Instructions

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

Purpose of Form

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

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

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

2. Certify that you are not subject to backup withholding, or

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

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

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

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

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

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

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

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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

WITNESSETH:

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

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

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

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

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

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

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

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

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

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

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

Therapy Associates LLC, dba /Therapy Network
801 E. Nolana Ave #10
Mcallen, Tx 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

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

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

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

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

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

PROVIDER:
THERAPY ASSOCIATES
LLC, dba / THERAPY NETWORK

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

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

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

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

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B

Fee Schedule

THERAPY ASSOCIATES LLC DBA/ THERAPY NETWORK

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 10.00
b. Speech Therapy Re-Evaluation	$ 10.00
c. Speech Therapy Treatments - 30 Minute Units	$ 10.00
d. Occupational Therapy Evaluation Individual	$ 10.00
e. Occupational Therapy Re-Evaluation	$ 10.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 10.00
g. Physical Therapy Evaluation Individual	$ 10.00
h. Physical Therapy Re-Evaluation	$ 10.00
i. Physical Therapy Treatments - 30 Minute Units	$ 10.00
j. Aquatics - 15/30 Minute Units	$ 10.00

Client#: 13016 THERNET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: National Casualty Company	20052
INSURER D:	
INSURER E:	

INSURED
Therapy Associates LLC dba Therapy Network; Policarpio Enterprises, LLC DB
801 E. Nolana Ste 10
McAllen, TX 78504

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CO00000096803	10/01/09	10/01/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		X CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$5,000
		X Bl/PD Ded:2,500				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$3,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC					
C		AUTOMOBILE LIABILITY	CAO0226338	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001177982	03/19/10	03/19/11	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A		OTHER Professional Liablity	CO00000096803	10/01/09	10/01/10	included under General Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

First Supplemental Name applies to all policies - Therapy Network/Politrans LTD

Professional Liability Incl. under General Liability policy
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Headstart Program
P.O. Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Schedule of Commercial Vehicles

Print Date: 05/27/10

Client Name and Address	Company	Agency Name and Address
Therapy Associates LLC dba Therapy Network; Policarpio Enterprises, 801 E. Nolana Ste 10 McAllen, TX 78504	National Casualty Company Policy Number: CAO0226338 Effective Date: 10/01/09 — Expiration Date: 10/01/10	Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502

Veh. #	Cit. #	Vehicle Description / Garage Location	Body Type	GVW / GCW / Cost New	Comp Ded	Vehicle I. D. Number / Coll Ded	ST	Date On / Class Code	Date Off / Premium
1		2005 Dodge Caravan	VAN	$8,188		1D4GP45R05B100901 $1,000	TX	10/01/09	
4	4	2002 Dodge Caravan McAllen, TX78504	VAN	$8,188		1B4GP34382B561549 $1,000	TX	10/01/09	
5		2002 Dodge Caravan McAllen, TX78504	VAN		$1,000	2B4GP44352R648140 $1,000	TX	10/01/09	
6		2002 Chrysler Voyager	VAN	$7,988		2C4GP44382R578880 $1,000	TX	10/01/09	
7		2002 Dodge Gr Caravan	VAN	$8,188		2B4GP44302R758478 $1,000	TX	10/01/09	
8		2004 Chrysler Town & Coun	VAN	$7,123		1C4GP45RX4B566749 $1,000	TX	10/01/09	
9		2007 Dodge Grand Carav	VAN	$10,988		1D4GP24R17B187054 $1,000	TX	10/01/09	
10		2007 Dodge Grand Carav	VAN	$10,988		1D4GP24R47B155511 $1,000	TX	10/01/09	

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: THERAPY ASSOCIATES LLC dbg THERAPY NETWORK

ADDRESS: 801 E. NOLANA AVE #10 MCALLEN, TX 78504

AUTHORIZED REPRESENTATIVE: ALMA R. POLICARPIO, PT

SIGNATURE: _____

TITLE: ALTERNATE ADMINISTRATOR

TELEPHONE: (956) 6649904 FAX NO. (956) 6649881/6649879

E-MAIL: policarpio23@aol.com

DATE: 4/19/10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: ALMA R. POLICARPIO, PT

Title: ALTERNATE ADMINISTRATOR / PT

Telephone Number: (956) 6649904

Date: 4/19/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: NOT APPLICABLE
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____, PT
Authorized Signature

4/19/10
Date

THERAPY ASSOCIATES, LLC dba THERAPY NETWORK
Company

801 E. NOLANA AVE #10
Address

MCALLEN, TX 78504
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

THERAPY ASSOCIATES, LLC dba THERAPY NETWORK

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

NA

4 Signature of person doing business with the governmental entity

ALMA K. HOLICARTHO, IT

Date: 4-19-10

Filed for Record in:
Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Apr 19,2010 at 01:27P
As a Recording
Document Number: 1114192
Receipt Number: 200450
By, Deputy
Total Fees: 16.00

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ALMA R. POLICARPO, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this 12 day of June, 2009.

Divina A. Peña

Notary Public

My Commission expires: June 2, 2010, ~~2009~~

DIVINA ALICIA PENA
Notary Public, State of Texas
My Commission Expires
June 02, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: THERAPY ASSOCIATES, LLC **Telephone Name:** (956) 6649904

dba Name: THERAPY NETWORK

Legal Name: THERAPY ASSOCIATES, LLC dba THERAPY NETWORK

Mailing Address: 801 E. NOLANA AVE. #10 MCALLEN, TX 78504 **Fax Name:** (956) 6649881

Physical Address: 801 E. NOLANA AVE #10

City, State, Zip: MCALLEN, TX 78504 **Tax I.D. №** 20540611

Remit to Address: AS ABOVE **City, State, Zip**

E-Mail Address: policarpio23@aol.com

Representative(s) Name(s) & Title(s) ALMA R. POLICARPIO, PT / ALTERNATE ADMINISTRATOR

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify OUTPATIENT REHABILITATION

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
ALMA R. POLICARPIO, PT / ALTERNATE ADMINISTRATOR
BENJAMIN A. POLICARPIO, PT / ADMINISTRATOR

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s): NA **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? OUTPATIENT REHABILITATION
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The THERAPY ASSOCIATES, LLC dba THERAPY NETWORK (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____ PT

Print Name: ALMA R. POLICARPIO, PT

Title: PT / ALTERNATE ADMINISTRATOR

Telephone No.: (956) 6649904 Date: 4/19/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2):
THERAPY ASSOCIATES LLC DBA THERARY NETWORK

Business name, if different from above. (See Specific Instruction on page 2)
SAME AS ABOVE

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
801 E. NOLANA AVE # 10	
City, state and ZIP code	**City, state and ZIP code**
MCALLEN, TX 78504	

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
20-[illegible]4067[illegible]

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature ▶** [signature], PT **Date ▶** 4/19/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2009-041-09-22-F

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **KIDSPEECH ,INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

KidSpeech, Inc.
7801 S. Cage Blvd., Ste. 102
Pharr, TX 78577

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: KIDSPEECH, INC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B
Fee Schedule

KIDSPEECH, INC.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ N/A
e. Occupational Therapy Re-Evaluation	$ N/A
f. Occupational Therapy Treatments - 30 Minute Units	$ N/A
g. Physical Therapy Evaluation Individual	$ N/A
h. Physical Therapy Re-Evaluation	$ N/A
i. Physical Therapy Treatments - 30 Minute Units	$ N/A
j. Aquatics - 15/30 Minute Units	$ N/A

Print Date: 02/25/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312150049	from: 12:01 AM Standard Time on: 03/18/10 to: 12:01 AM Standard Time on: 03/18/11

Named Insured and Address:

KidSpeech Inc
7801 S Cage Blvd Ste 101
Pharr, TX 78577-9466

Medical Specialty: Speech Language Pathologist Firm
Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$1,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 1,056.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A GSL13424 GSL13425 G-123846-C42 GSL3886
GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS KIDSP-1

DATE (MM/DD/YYYY) 05/07/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
Allen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Kidspeech Inc
7801 S Cage Blvd Ste 102
Pharr TX 78577

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Interstate Ins. Co.	
INSURER B:	The Travelers Ins. Co.	40282
INSURER C:	Safeco Insurance Co.	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	02BP70843010	06/06/09	06/06/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,000,000 $ $2,000,000 $ $10,000 $ $ $4,000,000 $ $4,000,000
A	X	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0005704	06/06/09	06/06/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-3366M280	06/06/09	06/06/10	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100000 $ 100000 $ 500000
C		OTHER Property Section	02BP70843010	06/06/09	06/06/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County Headstart is added as additional insured but only as respects to liability arising out of work performed by Kidspeech Inc

CERTIFICATE HOLDER

HIDCHDS

Hidalgo County Headstart Program
1/4 Mile W. 10th St on Hwy107
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

OP ID XS

DATE (MM/DD/YYYY) 04/12/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone:956-682-2841 Fax:956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: KIDSP-1

INSURED
Kidspeech Inc
7801 S Cage Blvd Ste 102
Pharr TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			SCA0005704-01	06/06/09	06/06/10	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2009 Honda, VIN 5FNRL382X9B060002 and 2009 Honda, VIN 5FNRL38219B044397

CERTIFICATE HOLDER

Kidspeech Inc.
7801 S Cage Blvd Ste 102
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Calvillo III

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: KidSpeech Inc.

Address: 7801 S. Cage Blvd., Ste. 102 Pharr, Texas 78577

By: Belinda Anaya

Printed Name: Belinda Anaya

Title: President

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: KidSpeech Inc.

ADDRESS: 7801 S. Cage Blvd., Ste. 102

AUTHORIZED REPRESENTATIVE: Belinda Anaya

SIGNATURE: Belinda Anaya

TITLE: President

TELEPHONE: (956) 702-8222 FAX NO. (956) 702-5133

E-MAIL: kidspeechinc@sbcglobal.net

DATE: 4-15-10

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Belinda Anaya

Print Name: Belinda Anaya

Title: President

Telephone Number: (956) 702-8222

Date: 4-15-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, KidSpeech Inc., possess all of the **APPLICABLE**;

1. Licenses: See attached
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/15/10
Date

KidSpeech Inc.
Company

7801 S. Cage Blvd., Ste. 102
Address

Pharr, Texas 78577
City, State, Zip

2093623

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
Filed for Record in: Hidalgo County by Arturo Guajardo Jr. County Clerk On: Apr 15,2010 at 09:48A As a Recording Document Number: 2093623 Total Fees : 16.00 Receipt Number - 1113538 By, Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Belinda Anaya

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Belinda Anaya — 4-15-10

Signature of person doing business with the governmental entity — Date

Belinda Anaya

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Belinda Anaya, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Belinda Anaya, President

Subscribed and sworn to before me this 15 day of April, 2010.

Elizabeth Salgado

Notary Public

My Commission expires: July 30, 2013

ELIZABETH SALGADO
Notary Public, State of Texas
My Commission Expires
July 30, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: KidSpeech Inc. **Telephone Name:** (956) 702-8222

dba Name:

Legal Name:

Mailing Address: 7801 S. Cage Blvd., Ste. 102 **Fax Name:** (956) 702-5133

Physical Address: 7801 S. Cage Blvd., Ste. 102

City, State, Zip: Pharr, Texas 78577 **Tax I.D. №** 20-5937229

Remit to Address: 7801 S. Cage Blvd., Ste. 102 **City, State, Zip** Pharr, Texas 78577

E-Mail Address: kidspeechinc@sbcglobal.net

Representative(s) Name(s) & Title(s) Belinda Anaya, President

Type of Organization(check one): ___Individual ___Partnership X Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-5937229

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization X Other, Specify Children's Rehab Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___
Hispanic American X
Asian Pacific American ___
Native American ___
Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO X

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? N/A
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The KidSpeech Inc. (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the KidSpeech Inc. (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Belinda Anaya

Print Name: Belinda Anaya

Title: President

Telephone No.: (956) 702-8222 Date: 4/15/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

KidSpeech Inc.

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
7801 S. Cage Blvd. Ste. 102	
City, state and ZIP code	**City, state and ZIP code**
Pharr, Texas 78577	

Phone # (956) 702-8222 Fax # (956) 702-5133 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐ 20-5937229

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ____ Yes ____ if yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature** ▶ Rolando Magee **Date** ▶ 4-15-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Mercy Rehab Services Inc. dba/ Mercy Kids Rehab.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

4. The Provider must comply [illegible]

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Mercy Rehab Services dba/
Mercy Kids Rehab
2117 E. Tyler, Ste. B
Harlingen, Tx 78550

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Mercy Rehab. Services dba/
Mercy Kids rehab

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B

Fee Schedule

MERCY REHAB SERVICES DBA/ MERCY KIDS REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 280.00
b. Speech Therapy Re-Evaluation	$ 280.00
c. Speech Therapy Treatments - 30 Minute Units	$ 90.00
d. Occupational Therapy Evaluation Individual	$ 200.00
e. Occupational Therapy Re-Evaluation	$ 200.00
f. Occupational Therapy Treatments - 30 Minute Units	$ 90.00
g. Physical Therapy Evaluation Individual	$ 200.00
h. Physical Therapy Re-Evaluation	$ 200.00
i. Physical Therapy Treatments - 30 Minute Units	$ 90.00
j. Aquatics - 15/30 Minute Units	$ N/A

A-2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Independent Insurance Center P. O. Box 3355 1313 Alton Gloor, Ste E Brownsville TX 78523 (956) 542-5331	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: HCC SPECIALTY INSURANCE COMPANY	
Mercy Rehab Services dba Mercy Kids Rehab 2117 E. Tyler, Ste B Harlingen TX 78550-	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	NHS620107	10/26/2009	10/26/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ EXCLUDED
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	036222623	07/14/2009	07/14/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001173412	10/23/2009	10/23/2010	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER PROFESSIONAL LIAB	NHS620107	10/26/2009	10/26/2010	GENERAL AGGREGATE OCCURRENCE	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional insured in favor of Hidalgo County Head Start Program on the General Liability policy

CERTIFICATE HOLDER

Hidalgo County Head Start Program
1901 W. State Highway 107
FAX: 956-381-0439
McAllen TX 78504-

CANCELLATION AI SSPEWA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INDEP INS CENTER INC
1739 CITADEL PLAZA
SAN ANTONIO, TX 78209

007493

MAY 17 2010

PROGRESSIVE

Named insured

MERCY REHAB SERVICES, INC
MERCY KIDS REHAB
2117 E TYLER STE B
HARLINGEN, TX 78550

Policy number: 03622262-3
Underwritten by:
Progressive County Mutual Ins Co
May 11, 2010
Policy Period: Jul 14, 2009 - Jul 14, 2010

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

210-821-5080
INDEP INS CENTER INC
Contact your agent for personalized service.

800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on July 14, 2009 at 12:01 a.m. This policy expires on July 14, 2010 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 2852TX (02/07), 4852TX (03/07) and 4881TX (02/07).

The named insured organization type is a corporation.

Policy changes effective April 28, 2010

Premium change:	$398.00
Changes:	The auto coverage schedule has changed. The loss payee information has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability Coverage			$15,808
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		4,758
Uninsured/Underinsured Motorist	$1,000,000 combined single limit		2,145
Uninsured Motorist Property Damage	Included in combined single limit	$250	624
Personal Injury Protection	$2,500 each person		2,328
Comprehensive			2,910
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			**$28,573**
See Auto Coverage Schedule	Limit of liability less deductible		13
Subtotal policy premium			40
Automobile Theft Prevention Authority Fee			**$28,626**
Fees			
Total 12 month policy premium			

Continued

Rated drivers

1. GEORGE CANO
2. MARIBEL GONZALEZ
3. ALEXANDER NAVARRO
4. FLOR VELA
5. GUADALUPE GARCIA
6. GENEVIEVE LEIJA
7. MARIA AGUILAR
8. MARIA VEREB
9. TERESA ARAGON
10. LUDIVINA HERNANDEZ
11. PATRICIA LONGORIA
12. ELIZABETH GARZA
13. ELIDA HERNANDEZ
14. JOSEFINA GUTIERREZ

Auto coverage schedule

1. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233566021137

Stated Amount: $26,055
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP				Auto Total
Liability Premium	$1,216	$366	$165	$48				
Physical Damage Premium	Comp Deductible $1,000	Comp Premium $201	Collision Deductible $1,000	Collision Premium $257				$2,253

2. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233X66082578

Stated Amount: $22,043
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP				Auto Total
Liability Premium	$1,216	$366	$165	$48				
Physical Damage Premium	Comp Deductible $1,000	Comp Premium $185	Collision Deductible $1,000	Collision Premium $233				$2,213

3. **2006 KIA Sedona Ex/Lx**
VIN: KNDMB233466082530

Stated Amount: $20,545
Garaging Zip Code: 78550
Radius: 50

	Liability	UM/UIM BI	UM PD	PIP				Auto Total
Liability Premium	$1,216	$366	$165	$48				
Physical Damage Premium	Comp. Deductible $1,000	Comp Premium $179	Collision Deductible $1,000	Collision Premium $225				$2,199

PGULA02EV 007498 026 C 005 001 0000000000000 1921000035950

Continued

4. **2006 KIA Sedona Ex/Lx** — Stated Amount: $21,565
VIN: KNDMB233466062360 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$183	$1,000	$231	**$2,209**

5. **2006 KIA Sedona Ex/Lx** — Stated Amount: $20,298
VIN: KNDMB233066075428 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$178	$1,000	$223	**$2,196**

6. **2007 KIA Sedona Ex/Lx** — Stated Amount: $24,642
VIN: KNDMB233476170169 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$196	$1,000	$249	**$2,240**

7. **2007 KIA Sedona Ex/Lx** — Stated Amount: $20,760
VIN: KNDMB233476162377 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$180	$1,000	$226	**$2,201**

8. **2007 KIA Sedona Ex/Lx** — Stated Amount: $25,366
VIN: KNDMB233X76107500 — Garaging Zip Code: 78550 — Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$199	$1,000	$253	**$2,247**

Continued

9. **2007 KIA Sedona Ex/Lx** Stated Amount: $24,482
VIN: KNDMB233076184103 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$196	$1,000	$248	**$2,239**

10. **2008 KIA Sedona Ex/Lx** Stated Amount: $15,598
VIN: KNDMB233986226365 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$158	$1,000	$192	**$2,145**

11. **2008 KIA Sedona Ex/Lx** Stated Amount: $12,915
VIN: KNDMB233X86199287 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$144	$1,000	$174	**$2,113**

12. **2009 KIA Sedona Ex/Lx** Stated Amount: $17,395
VIN: KNDMB233596273152 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$168	$1,000	$204	**$2,167**

13. **2009 KIA Sedona Ex/Lx** Stated Amount: $16,064
VIN: KNDMB233296300890 Garaging Zip Code: 78550 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$1,216	$366	$165	$48	
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$161	$1,000	$195	**$2,151**

Premium discounts

Policy	
03622262-3	Fleet and Renewal

Continued

PGULA02Y 007498 006 C 005 072 0000000000010 152100006980

Loss Payee information

1.	Loss Payee	Auto 1	JP MORGAN CHASE BANK PO BOX 901098 FORT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233566021137)
2.	Loss Payee	Auto 2	BANK OF AMERICA PO BOX 2759 JACKSONVILLE, FL 32203 2006 KIA Sedona Ex/Lx (KNDMB233X66082578)
3.	Loss Payee	Auto 3	JP MORGAN CHASE BK PO BOX 90198 FT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233466082530)
4.	Loss Payee	Auto 4	JP MORGAN CHASE BANK PO BOX 901098 FORT WORTH, TX 76101 2006 KIA Sedona Ex/Lx (KNDMB233466062360)
5.	Loss Payee	Auto 5	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST LOUIS, MO 63105 2006 KIA Sedona Ex/Lx (KNDMB233066075428)
6.	Loss Payee	Auto 6	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233476170169)
7.	Loss Payee	Auto 7	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233476162377)
8.	Loss Payee	Auto 8	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233X76107500)
9.	Loss Payee	Auto 9	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST. LOUIS, MO 63105 2007 KIA Sedona Ex/Lx (KNDMB233076184103)
10.	Loss Payee	Auto 10	ENTERPRISE FLEET SV 600 CORPORATE D ST LOUIS, MO 63105 2008 KIA Sedona Ex/Lx (KNDMB233986226365)
11.	Loss Payee	Auto 11	ENTERPRISE FLEET SVC 600 CORPORATE PK DR ST LOUIS, MO 63105 2008 KIA Sedona Ex/Lx (KNDMB233X86199287)
12.	Loss Payee	Auto 12	ENTERPRISE FLEET MAN 10401 CENTREPARK 200 HOUSTON, TX 77043 2009 KIA Sedona Ex/Lx (KNDMB233596273152)
13.	Loss Payee	Auto 13	ENTERPRISE FLEET 10401 CENTREPARK 200 HOUSTON, TX 77043 2009 KIA Sedona Ex/Lx (KNDMB233296300890)

Additional Insured information

1.	Additional Insured	ENTERPRISE FLEET SV 600 CORPORATE D ST LOUIS, MO 63105
2.	Additional Insured	ENTERPRISE FLEET MA 10401 CENTREPAR HOUSTON, TX 77043

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Mercy Rehab Services, Inc.

Address: 1205 N. Raul Longoria Rd. St. I San Juan, TX 78589

By: [signature]

Printed Name: Marco Turrubiates

Title: CFO

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Mercy Rehab Services, Inc.

ADDRESS: 1205 North Raul Longoria Rd. St. I San Juan, Tx 78589

AUTHORIZED REPRESENTATIVE: Marco Turrubiates

SIGNATURE: [signature]

TITLE: CFO

TELEPHONE: (956) 782-5800 FAX NO. (956) 782-5802

E-MAIL: Marco@Mercyrehabservices.com

DATE: 4/15/10

440-7580
Harlingen

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: Marco Terrobites

Title: CFO

Telephone Number: (956) 782-5800

Date: 4/15/10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Marco Torrubiates, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

4/15/10
Date

Mercy Rehab Services
Company

1205 North Rural Longoria Rd St. I
Address

San Juan, Tx 78589
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Mercy Rehab Services Inc

2 ☑ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Ambrosio Tovar

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section. Ambrosio Tovar is Father to Natalie Tovar. Natalie is employed with Mercy Rehab Services Inc.

4 [signature]

Signature of person doing business with the governmental entity

4/15/10

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Marc- Turcbates, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: CPO

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Mercy Rehab Services Inc **Telephone Name:** (956) 782-5800

dba Name: Mercy kids Rehab

Legal Name: Mercy Rehab Services Inc.

Mailing Address: 1205 N. Ruel Longoria Rd St. I **Fax Name:** (956) 782-5802

Physical Address: 1205 N. Ruel Longoria Rd. St I.

City, State, Zip: San Juan, Tx 78589 **Tax I.D. №** 20-1397927

Remit to Address: 1205 N. Ruel Longoria Rd St. I **City, State, Zip** San Juan, Tx 78589

E-Mail Address: Marco@Mercyrehabservices.com

Representative(s) Name(s) & Title(s) Marco Turrubiates CFO

Type of Organization(check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 10-242505-7 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-1397927

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker ___ Distributor ✓Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Marco Turrubiates CFO

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt ___
- Less than 250,000 annual gross receipt ___
- Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)
- Black American ___
- Hispanic American ✓
- Asian Pacific American ___
- Native American ___
- Women ___
- Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s): N/A **or are Certificate(s) attached?:** YES__ NO✓

What type of product(s) is/are solicited by your company? Therapy Services
Would you like to be provided with specifications for procurements of such products ?: YES✓ NO__

To Be Completed by Head Start: **Rec'd by (Procurement):**_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Mercy Rehab Services. Inc (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Mercy Rehab Servies Inc (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Marco Turrubiates

Title: CAO

Telephone No.: (956) 782-5800 Date: 4/15/10

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (Just legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2):
Mercy Rehab Services Inc

Business name, if different from above. (See Specific Instruction on page 2):
Mercy Kids Rehab

Check the appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
1205 North Rail Loraine Rd #I	1205 N Rail Loraine Rd. Ste I
City, state and ZIP code	**City, state and ZIP code**
San Juan, Tx 78589	San Juan, Tx 78589

Phone # (956) 782-5900 Fax # (956) 782-5802 Email address: Marc@emercyrehabservices.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
20-1357227

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] **Date** ▶ 4/15/10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **THERAPY ZONE, PLLC** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Therapy Zone, PLLC
110 North Lupe ST
Rio Grande City, Tx 78582

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
THERAPY ZONE, PLLC

BY: Elisa Galvan
(Provider's Name)

Elisa Galvan
(Print Name)

Speech Pathologist
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: R-1 12
Rene Ramirez, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

BY: Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to aid services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B
Fee Schedule

THERAPY ZONE, PLLC

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 60.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a
f. Occupational Therapy Treatments - 30 Minute Units	$ n/a
g. Physical Therapy Evaluation Individual	$ n/a
h. Physical Therapy Re-Evaluation	$ n/a
i. Physical Therapy Treatments - 30 Minute Units	$ n/a
j. Aquatics - 15/30 Minute Units	$ n/a

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Print Date: 08/15/09

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0419002870	from: 12:01 AM Standard Time on: 08/14/09 to: 12:01 AM Standard Time on: 08/14/10

Named Insured and Address:

Therapy Zone, PLLC
108 N Lupe
Rio Grande City, TX 78582-9552

Medical Specialty:
Speech Language Pathologist Firm Code: 80716

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY	
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000 each occurrence	$3,000,000 aggregate
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	included in GL limit above subject to	$250,000 sub-limit
Personal Liability		none

Total: $ 697.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/10

PRODUCER Phone# 956 487-5555
GARZA INSURANCE AGENCY
414 E. MAIN STREET
RIO GRANDE CITY, TX 78582

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
THERAPY ZONE, PLLC
2885 MI RANCHITA
RIO GRANDE CITY, TX 78582

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE	
INSURER B: TEXAS MUTUAL	
INSURER C: HALLMARK SPECIALTY	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ALL OWNED AUTOS					
		☑ SCHEDULED AUTOS	#05499200-0	07/09/2009	07/09/2010	BODILY INJURY (Per person)	$
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	SBP-0001202981	07/13/2009	07/13/2010	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
C		OTHER Business Property	TX P200567	07/09/2009	07/09/2010	16,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROGRESSIVE COMMERCIAL AUTO - 2009 KIA SEDONA

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1901 W. STATE HWY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: Elisa Galvan

Address: 110 North Lupe Street

By: Elisa Galvan

Printed Name: Elisa Galvan

Title: Speech Pathologist / Owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Therapy Zone, PLLC

ADDRESS: 110 North Lupe St.

AUTHORIZED REPRESENTATIVE: Elisa Galvan

SIGNATURE: Elisa Galvan

TITLE: Owner / Speech Pathologist

TELEPHONE: 956-485-9695 FAX NO. 956-485-9693

E-MAIL: angelbabyjoe@aol.com

DATE: April 30, 2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Elisa Galvan

Print Name: Elisa Galvan

Title: Owner/Speech Pathologist

Telephone Number: 956-485-9695

Date: April 30, 2010

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Therapy Zone, PLLC, possess all of the **APPLICABLE**;

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Elisa Dahan
Authorized Signature

April 30, 2010
Date

Therapy Zone, PLLC
Company

110 North Lupe St.
Address

La Grulla Tx 78548
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Elisa Galvan, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Elisa Galvan (owner)

Subscribed and sworn to before me this 28th day of April 2010.

Notary Public Gina Garcia

My Commission expires: July 20, 2010

GINA GARCIA
Notary Public, State of Texas
My Commission Expires
July 20, 2011

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Therapy Zone

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Elisa Galian

Signature of person doing business with the governmental entity

April 30, 2010

Date

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Therapy Zone, PLLC **Telephone Name:** (956) 485-9695

dba Name:

Legal Name: Therapy Zone, PLLC

Mailing Address: 2885 Mi Ranchita Dr RGC Tx 78582 **Fax Name:** ( )

Physical Address: 110 N. Lupe St

City, State, Zip: La Grulla Tx 78548 **Tax I.D. №** 270230249

Remit to Address: **City, State, Zip**

E-Mail Address: angelbabyjoe@aol.com

Representative(s) Name(s) & Title(s) Elisa Galvan (owner/speech pathologist)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
___ LLC ✓ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 270230249

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Speech Therapy Clinic

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Elisa Galvan (owner)

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ✓
Less than 499,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___
Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO ✓

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____**Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Elisa Galvan (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Elisa Galvan (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Elisa Galvan

Print Name: Elisa Galvan

Title: Owner

Telephone No.: 956-485-9695 Date: April 30, 2010

210246

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Elisa Galvan - Therapy Zone, PLLC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Elisa Galvan

Signature of person doing business with the governmental entity

5-10-10

Date

Elisa Galvan

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Elisa Galvan

Business name, if different from above. (See Specific Instruction on page 2)
Therapy Zone, PLLC

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
108 N Lupe St	
City, state and ZIP code	**City, state and ZIP code**
Rio Grande City TX 78582	

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
27-0230249

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** Elisa Galvan **Date ▶** 4-30-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **QTP II, Inc., dba / Quality Therapy Providers** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

QTP II, Inc. , dba / Quality Therapy Providers
50 N. Vermont, Suite 2
Mercedes TX, 78570

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
QTP II, INC., dba / QUALITY THERAPY PROVIDER

BY: _____
(Provider's Name)

Enedelia M. Holmes
(Print Name)

Vice President
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to aid services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B
Fee Schedule

QUALITY THERAPY PROVIDERS II, INC DBA QTP II

2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 65.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 Minute Units	$ 35.00
g. Physical Therapy Evaluation Individual	$ 65.00
h. Physical Therapy Re-Evaluation	$ 65.00
i. Physical Therapy Treatments-30 Minute Units	$ 35.00
j. Aquatics-15/30 Minute Units	$ N/A

Print Date: 01/04/10

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0274236910	from: 12:01 AM Standard Time on: 09/03/09 to: 12:01 AM Standard Time on: 09/03/10

Named Insured and Address:

QTP II Inc.
208 Starr St Ste 2
Mercedes, TX 78570-2711

Medical Specialty: Physical Therapist Firm
Code: 80995

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylva
333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none	
Fire & Water Legal Liability	none	
Personal Liability		none

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	$1,000,000	each occurrence	$3,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to		$250,000	sub-limit
Personal Liability			none	

Total: $ 3,391.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception:

G-121500-D G-121501-C G-53752-C42 G-145184-A
G-147292-A G-123846-C42 GSL3886 GSL3908 G-141237-A
G-121504-C G-141234-A GSL 5589

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

Received Fax: 04/06/10 02:52PM Fax Station: QUALITY THERAPY PROVIDER p.02

PROGRESSIVE

AMERICAN CASUALTY
11442 N IH 35
AUSTIN, TX 78753
512-836-1395

Policy number: 03298572-4
Underwritten by:
Progressive County Mutual Ins Co
April 8, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
HIDALGO COUNTY HEAD START 1901 W STATE HIGHWAY 107 MCALLEN, TX 78504	Q T P II INC QUALITY THERAPY PROVIDORS PO BOX 1136 MERCEDES, TX 78570	AMERICAN CASUALTY 11442 N IH 35 AUSTIN, TX 78753

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 16, 2009 Policy Expiration Date: Nov 16, 2010

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$500,000 Combined Single Limit
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2008 NISSAN QUEST S/SE/SL 5N1BV28U38N100892	
Personal Injury Protection	$25,000
Fire and Theft w/ CAC	$500 Ded
Collision	$500 Ded
2009 KIA SEDONA EX/LX KNDMB233596314315	
Personal Injury Protection	$25,000

Fire and Theft w/ CAC	$500 Ded
Collision	$500 Ded

Continued

Policy number: 03298572-4

Certificate number
09810A08572

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID BO
QUALI-1

DATE (MM/DD/YYYY)
12/23/09

PRODUCER
Shepard Walton King Ins Group*
1906B E. Tyler
. O. Box 1830
.arlingen TX 78551-1830
Phone: 956-423-8755 Fax:956-428-0730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quality Therapy Providers
QTP Inc. dba;
QTP II, Inc. dba QTP II
PO Box 1136
Mercedes TX 78570

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	
INSURER B:	Texas Mutual Insurance Co.	22945
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS041672842	12/12/09	12/12/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSF0001173734	11/01/09	11/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Medical Office

1901 W State Hwy 107
McAllen TX 78504

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: QTP II INC, QUALITY THERAPY PROVIDERS

ADDRESS: 208 STARR ST., SUITE 2, MERCEDES, TX 78570

AUTHORIZED REPRESENTATIVE: ENEDELIA M. HOLMES

SIGNATURE: Enedelia M Holmes

TITLE: CO-OWNER / VICE PRESIDENT

TELEPHONE: (956) 514-1551 FAX NO. (956) 514-1554

E-MAIL: eney6430@sbcglobal.net

DATE: April 21, 2010

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

Print Name: ENEDELIA HOLMES

Title: CO-OWNER / VICE PRESIDENT

Telephone Number: (956) 514-1551

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, QUALITY THERAPY PROVIDERS, possess all of the **APPLICABLE**;

1. Licenses: SPEECH THERAPY, PHYSICAL THERAPY, OCCUPATIONAL THERAPY
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

April 21, 2010
Date

QTP II INC., QUALITY THERAPY PROVIDERS
Company

City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ENEDELIA M. HOLMES, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: [signature] / Co-owner / Vice President

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: QTP II, INC **Telephone Name:** (956) 514-1551

dba Name: QUALITY THERAPY PROVIDERS

Legal Name:

Mailing Address: P.O. BOX 1136 **Fax Name:** (956) 514-1554

Physical Address: 208 STARR ST., SUITE 2

City, State, Zip: MERCEDES, TX 78570 **Tax I.D. №** 470944519

Remit to Address: **City, State, Zip**

E-Mail Address: eney6430@sbcglobal.net

Representative(s) Name(s) & Title(s) William Holmes – Owner/President
Enedelia Holmes - Co-Owner/Vice President

Type of Organization(check one): ___Individual ___Partnership ✓(5)Corporation ___Non-Profit
___ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 470944519

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
WILLIAM HOLMES- OWNER/PRESIDENT, ENEDELIA HOLMES - CO-OWNER/VICE PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt ___
Less than 250,000 annual gross receipt ___

Disadvantaged Business (At Least 51% Ownership)

Black American ___ Native American ___
Hispanic American ___ Women ___

Certification For
Primary Covered Transactions

1. The QTP II INC, dba QUALITY THERAPY PROVIDERS (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the QTP II INC. (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Enedelia Holmes

Print Name: ENEDELIA HOLMES

Title: SPEECH LANGUAGE PATHOLOGIST

Telephone No.: (956) 514-1551 Date: April 21, 2010

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design

Address: 200 STARR ST, Suite 2, MERCEDES, TX 78570

By: Enedelia Holmes

Printed Name: Enedelia Holmes

Title: CO-OWNER / VICE PRESIDENT

Form **W-9** (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
QTP II INC.

Business name, if different from above
DBA: QUALITY THERAPY PROVIDERS

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation S ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. BOX 1136

Requester's name and address (optional)

City, state, and ZIP code
MERCEDES, TX 78570

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | - | | | - | | | | |

or

Employer identification number
4 7 - 0 9 1 4 4 5 1 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **BRIGHT THERAPY SOLUTIONS, LLC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement on terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a

provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117

the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice

are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
BRIGHT THERAPY SOLUTIONS, LLC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B

Fee Schedule

BRIGHT THERAPY SOLUTIONS LLC.

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 65.00
b. Speech Therapy Re-Evaluation	$ 60.00
c. Speech Therapy Treatments - 30 Minutes Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ n/a
e. Occupational Therapy Re-Evaluation	$ n/a

CNA

SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
18098	970	HPG	0419014811	from: 12:01 AM Standard Time on: 10/12/09 to: 12:01 AM Standard Time on: 10/12/10

Named Insured and Address:	Program Administrator:
Bright Therapy Solutions LLC. 2007 W. 3 Mile Line Ste. 7 Mission, TX 78573	**Healthcare Providers Service Organization** 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Speech Hearing Therapist Firm Code: 80716	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none
Fire & Water Legal Liability	none
Personal Liability	

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

G-141241-A (07/2001) Coverage Change Date: Endorsement Change Date:

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2010

PRODUCER Phone# (956) 487-5555
GARZA INSURANCE AGENCY
414 EAST MAIN STREET
RIO GRANDE CITY, TX 78582

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
BRIGHT THERAPY SOLUTIONS, LLC
2007 W. 3 MILE LANE SUITE # 7
MISSION, TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: PROGRESSIVE	
INSURER C: TEXAS MUTUAL	
INSURER D: HALLMARK SPECIALTY	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☑ SCHEDULED AUTOS	# 05501116	07/09/2009	07/09/2010		
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
							$

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEADSTART PROGRAM 1901 W.STATE HWY 107 McALLEN, TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: Marlen Cortez

Printed Name: Marlen Cortez

Title: owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Bright Therapy Solutions, LLC

ADDRESS: 2015 W. 3 Mile Ln, Suite 7, Mission Tx 78573

AUTHORIZED REPRESENTATIVE: Marlen Cortez

SIGNATURE: Marlen Cortez

TITLE: owner

TELEPHONE: 956-534-0431 FAX NO. 956-424-7805

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Marlen Gorth

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Bright Therapy Solutions, LLC, possess all of the **APPLICABLE**;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

2013 W. 3 Mile Line, Suite 7
Address

Mission, TX 78573
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

2009941

1 Name of person doing business with local governmental entity.

Bright Therapy Solutions, LLC

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Marlen Cortez
Signature of person doing business with the governmental entity

6-23-09
Date

Marlen Cortez

TOTAL P.01

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Marlen Cortez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

Notary Public

My Commission expires: July 31, 2011, 2010

ARTEMIO PEREZ
Notary Public, State of Texas
My Commission Expires
July 31, 2011

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Bright Therapy Solutions, LLC **Telephone Name:** (956) 534-0431

dba Name:

Legal Name: Bright Therapy Solutions

Mailing Address: 682 Quail Hollow **Fax Name:** ( )

Physical Address: 2015 W. 3 Mile Line, Suite 7 Mission, Tx 78573

City, State, Zip: Mission, Tx 78573 **Tax I.D. №** 27-0385434

Remit to Address: **City, State, Zip**

E-Mail Address: brighttherapysolutions@yahoo.com

Representative(s) Name(s) & Title(s) Marlen Cortez (owner) Anna Gonzalez (owner)

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 27-0385434

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify Speech Therapy Clinic

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO ✓
What type of product(s) is/are solicited by your company? _____ Would you like to be provided with specifications for procurements of such products ?: YES___ NO__
To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____ Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The Marlen Cortez (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Marlen Cortez (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2):
Bright Therapy Solutions, LLC

Business name, if different from above (See Specific Instruction on page 2):

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
2007 W. 3 Mile Line Suite 7

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Mission, Tx 78573

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
27-0354341

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** Merlin Cortez **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Primeros Pasos,LLC., dba / First Steps Pediatric Rehabilitation** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a

during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own

are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
PRIMEROS PASOS, LLC.,
dba / FIRST STEPS PEDIATRIC REHAB
REHABILITATION

BY: Belinda Dollinger
(Provider's Name)

Belinda Dollinger
(Print Name)

OWNER
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: Teresa Flores
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to aid services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services.

continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B

Fee Schedule

PRIMEROS PASOS LLC, DBA FIRST STEP PEDIATRIC REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ IN KIND
b. Speech Therapy Re-Evaluation	$ IN KIND
c. Speech Therapy Treatments - 30 Minute Units	$ IN KIND
d. Occupational Therapy Evaluation Individual	$ IN KIND
e. Occupational Therapy Re-Evaluation	$ IN KIND
f. Occupational Therapy Treatments - 30 Minute Units	$ IN KIND

Aug. 27. 2009-11:49AM No. 6223 P. 1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BQ
FIRST-6

DATE (MM/DD/YYYY)
08/27/09

PRODUCER
Shepard Walton King Ins Group*
906B E. Tyler
P. O. Box 1830
Harlingen TX 78550-1830
Ph:956-423-8755 Fax:956-428-0730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD INSURANCE CO.	29424
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Primeros Pasos LLC dba
First Steps Pediatric Rehab
Belinda Dollinger
1301 E Fern Ave Ste D-1
McAllen TX 78501

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	65SBATX1682	05/18/09	05/18/10	EACH OCCURRENCE	$ 2000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 2000000
						GENERAL AGGREGATE	$ 4000000
						PRODUCTS - COMP/OP AGG	$ 4000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$

CERTIFICATE HOLDER	CANCELLATION
HIDCHED Hidalgo County Headstart Program Ambrosio Tovar P O Box 0117 Edinburg TX 78540-0117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SHEPARD WALTON KING INS. GROUP

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Print Date: 07/28/09

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0289792309	from: 12:01 AM Standard Time on: 09/01/09 to: 12:01 AM Standard Time on: 09/01/10

Named Insured and Address:	Program Administrator:
Primeros Pasos LLC 1301 E Fern Ave Ste D1 Mcallen, TX 78501-1497	**Healthcare Providers Service Organization** 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Physical Therapist Firm Code: 80995	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

COVERAGE PARTS	LIMITS OF LIABILITY			
Professional Liability (PL)	$ 1,000,000	each claim	$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	$ 10,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation			$ 10,000	aggregate
Assault	$ 0	per incident	$ 0	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid			$ 2,500	aggregate
Damage to Property of Others	$ 2,500	per incident	$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above

G-121500-D G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
G-141234-A HP 2571

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Thomas F. Motamed
Chairman of the Board

Secretary

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE** Date(mm/dd/yyyy) 05/10/2009

Producer	This Certificate is Issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.	
Cuellar & Associates, LLC 11550 IH 10 West - Suite 150 San Antonio, TX 78230	INSURERS AFFORDING COVERAGE	NAIC #
Insured	Insurer A: GMAC	
Primeros Paseos, LLC dba First Steps Pediatri Rehab 1301 E. Fern Ave., Suite D1 McAllen, Texas 78501	Insurer B: Texas Mutual	
	Insurer C:	
	Insurer D.	
	Insurer E.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Insr Ltr	Add'l Insrd	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		[ ] Commercial General Liability				Damage to Rented Premises (Ea Occurrence)	$
		[ ] Claims Made [ ] Occur				Med Exp (Any one person)	$
						Personal & Adv Injury	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				General Aggregate	$
		[ ] Policy [ ] Project [ ] Loc				Products-Comp/Op Agg	$
A		AUTOMOBILE LIABILITY	TXC6048424	06/19/2009	06/19/2010	Combined Single Limit (Ea Accident)	$ 1,000,000
		[X] Any auto				Bodily Injury (Per person)	$
		[ ] All owned autos				Bodily Injury (Per accident)	$
		[ ] Scheduled autos				Property Damage (Per accident)	$
		[X] Hired autos					
		[X] Non-Owned autos					
		GARAGE LIABILITY				Auto only - Ea Accident	$
		[ ] Any auto				Other than Auto only: Ea Acc	$
						Agg	$
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	$
		[ ] Occur [ ] Claims Made					

CERTIFICATE HOLDER

Hidalgo County Headstart Program
Ambrosio Tovar
P O Box 0117
Edinburg TX 78540-0117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

GMAC Insurance

BUSINESS AUTO POLICY

RENEWAL DECLARATION EFFECTIVE 06/19/2009
SUPERSEDES ANY PREVIOUS DECLARATION BEARING THE
SAME NUMBER FOR THIS POLICY PERIOD, IF ANY.

0227630

POLICY NUMBER	POLICY PERIOD FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	AGENCY
TXC 6048424	06/19/2009	06/19/2010	HOME STATE CO. MUTUAL INS. CO.	0227630

THIS POLICY INSURES YOU AS NAMED INSURED:	AGENCY:
FIRST STEPS PEDIATRIC REHAB 1301 E FERN AVE STE D1 MCALLEN TX 78501-1497 78501	CUELLAR & ASSOCIATES P & C LLC 210-558-08 11550 IH 10 WEST #150 SAN ANTONIO TX 78230

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO THE FOLLOWING INDICATED COVERAGES WITH RESPECT TO EACH DECLARED VEHICLE. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST SUCH COVERAGE SHALL BE STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN

COVERAGES	COVERED AUTO		FULL-TERM PREMIUM
BI/PD LIABILITY	7	$1,000,010 COMBINED SINGLE LIMITS	$2,192.00
UNINSURED MOTORIST BI	7	$100,010 COMBINED SINGLE LIMITS	$474.00
UNINSURED MOTORIST PD	7	$100,010 EACH ACCIDENT	$204.00
COMP OR SPEC CAUSES OF LOSS - STD AMT	7	SEE VEHICLE SCHEDULE FOR DEDUCTIBLE FOR EACH COVERED AUTO.	$400.00
COLL-STD AMT	7	SEE VEHICLE SCHEDULE FOR DEDUCTIBLE FOR EACH COVERED AUTO.	$842.00

AUTOMOBILE THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION) $3.00

COMBINED UNIT PREMIUM $4,115.00

ATTACHMENT IDENTIFIED BY FORM NUMBER
TE0001 0199 , TE0017 0194 , IL0021 0392 , TE2305 0392 , CV74 0606 ,

GMAC Insurance

BUSINESS AUTO POLICY
RENEWAL DECLARATION EFFECTIVE 06/19/2009
SUPERSEDES ANY PREVIOUS DECLARATION BEARING THE
SAME NUMBER FOR THIS POLICY PERIOD, IF ANY.

0227630

POLICY NUMBER	POLICY PERIOD IS FROM	TO	COVERAGE IS PROVIDED IN THE	AGENCY
TXC 6048424	06/19/2009	06/19/2010	HOME STATE CO. MUTUAL INS. CO.	0227630

THIS POLICY INSURES YOU AS NAMED INSURED	AGENCY
FIRST STEPS PEDIATRIC REHAB 1301 E FERN AVE STE D1 MCALLEN TX 78501-1497 78501	CUELLAR & ASSOCIATES P & C LLC 210-558-081 11550 IH 10 WEST #150 SAN ANTONIO TX 78230

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO THE FOLLOWING INDICATED COVERAGES WITH RESPECT TO EACH DECLARED VEHICLE. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST SUCH COVERAGE SHALL BE STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

ITEM TWO- SCHEDULE OF COVERAGES AND COVERED AUTOS

VEH NO	ST	TER	YR	DESCRIPTION	SERIAL NUMBER	SYM	RAD	STATED AMOUNT INC CUSTOM PARTS	USE
001	TX	057	05	FORD FREESTAR	2FMZA522X5BA42421	27	050	25000	SER
002	TX	057	05	FORD FREESTAR	2FMZA57695BA53423	27	050	14131	SER
003	TX	057	07	CHEV G3500	1GAHG35U671157394	28	050	19806	SER

LIABILITY PREMIUM BY VEHICLE

VEH NO	BI/PD	MED PAY	UM/UIM	UMPD LIMIT	UMPD DED	PREM	PIP
001	$739		$158.00	$100010	$260	$68.00	
002	$665		$158.00	$100010	$260	$68.00	
003	$788		$158.00	$100010	$260	$68.00	

PHYSICAL DAMAGE PREMIUM BY VEHICLE

VEH	COMP OR SPEC PERILS	COLLISION	TOWING & LABOR	VEH

Claims Reporting: 1-800-468-3466 – For Policy Information, Call: 1-877-468-3466 – Internet: www.GMACpolicy.com

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: Belinda Dollinger

Printed Name: Belinda Dollinger.

Title: ~~OWNER~~. OWNER / COO.

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Primeros Pasos LLC/DBA - first steps Pediatric Reha

ADDRESS: 1301 East Fern ste D1 McAllen, TX 78501

AUTHORIZED ~~REPRESENTATIVE~~: Belinda Dollinger.

SIGNATURE: Belinda Dollinger

TITLE: OWNER/COO/Admin.

TELEPHONE: 956-683-9339 FAX NO. 956-683-9329.

E-MAIL: b.dollinger@firststepspediatrics.com

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: Belinda A Allenger

should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Belinda Dollinger, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, PT facility / OT facility
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Address

McAllen, TX 78501
City, State, Zip

2098115

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Belinda Dollinger / Primeros Pasos LLC DBA First Steps Pediatric Rehab.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A.
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Belinda Dollinger
Signature of person doing business with the governmental entity

7/19/10
Date

Belinda Dollinger

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Belinda Dollinger, being first duly sworn, deposes that:

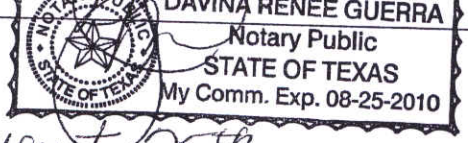
(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further Sta[illegible] ff

Notary Public



My Commission expires: August 25th, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name:** (956) 683-9339
dba Name: First Steps Pediatric Rehab.	
Legal Name: Primeros Pasos LLC.	
Mailing Address: 1301 East Fern ste D1	**Fax Name:** (956) 683-9329
Physical Address: Same.	
City, State, Zip: McAllen, Texas 78501	**Tax I.D. №** 20-4998641
Remit to Address:	**City, State, Zip**
E-Mail Address: first steps_bdollinger@yahoo.com	
Representative(s) Name(s) & Title(s) Belinda Dollinger.	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №: 20-4998641 **(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-4998641

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ✓Other, Specify _____

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company? _____
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The Primeros Pasos LLC/DBA first steps Pediatric Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Primeros Pasos LLC first steps Pediatric (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Primeros Pasos LLC.

Business name, if different from above
First Steps Pediatric Rehab.

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ► LLC. ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1301. East Expressway Ste D1

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
2	0	–	4	9	9	1	6	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Leonda Wallinger Date ► 4/19/10.

Purpose of Form

- An individual who is a citizen or resident of the United

U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Tauro Investments, LLC. dba / Kids Zone Children's Rehab** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice

are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
TAURO INVESTMENTS LLC,
dba /KIDS ZONE CHILDREN' REHAB

BY: _____
(Provider's Name)

ALFONSO PONCE.
(Print Name)

OWNER
(Title)

HIDAGLO COUNTY
HEADSTART PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B
Fee Schedule

Tauro Investments, LLC dba/ KIDS ZONE CHILDREN'S REHAB
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation	$ 65.00
b. Speech Therapy RE-Evaluation	$ 65.00
c. Speech Therapy Treatment-30 minute units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 65.00
e. Occupational Therapy Re-Evaluation	$ 65.00
f. Occupational Therapy Treatments-30 minute	$ 35.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2009

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

KID ZONE CHILDREN REHAB
TAURO INVESTMENTS, LLC
1400 E. RIDGE RD SUITE 1
MCALLEN TX 78503-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INS. CO.	
INSURER B: Employer's Comp Associate	
INSURER C: TAGA	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR	44PB451240-02	09/04/2009	09/04/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurance)	$ 100,000
C		[X] Professional Med Mal	GK70P090818-001	08/18/2009	08/18/2010	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC				GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	44CU459201-01	09/04/2009	09/04/2010	EACH OCCURRENCE	$

CERTIFICATE HOLDER	CANCELLATION	AI 100740
HIDALGO COUNTY HEAD START PROGRAM ATTN: Mary Ann P.O. Box 117 Edinburg TX 78540-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

04/23/2009 13:40 9566839810 R ELIZALDE STATEFARM PAGE 01/01

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: TAURO INVESTMENTS LLC DBA KIDS ZONE CHILDREN'S REHAB

ADDRESS OF NAMED INSURED: 1400 E RIDGE RD STE 1 MCALLEN, TX 78503

POLICY NUMBER	135 9470-B25-53			
EFFECTIVE DATE OF POLICY	02/25/10-02/25/11			
DESCRIPTION OF VEHICLE (Including VIN)	FLEET SCHEDULE			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	$250,000			
Each Accident	$500,000			
b. Property Damage Each Accident	$100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				

LSA-5	53-8493	04/23/2010
Signature of Authorized Representative / Title	Agent's Code Number	Date

Name and Address of Certificate Holder	Name and Address of Agent
HIDALGO COUNTY HEADSTART PROGRAM PO BOX 117 EDINBURG, TX 78540	ROBERT ELIZALDE 5105 S MCCOLL RD EDINBURG, TX 78539

INTERNAL STATE FARM USE ONLY: ☒ Request permanent Certificate of Insurance for liability coverage.
☒ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

By: _____

Printed Name: Alfonso Ponce

Title: Owner

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Tauro Investments LLC dba Kids Zone Children's Rehab.

ADDRESS: 1400 E. Bridge Rd Ste 1 McAllen, TX 78503

AUTHORIZED REPRESENTATIVE: Alfonso Ponce

SIGNATURE: _____

TITLE: Owner

TELEPHONE: 956-686-2150 FAX NO. 866-287-3592

E-MAIL: alfonso@kidszonerehab.com

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature: _____

should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Alfonso Ponce, possess all of the **APPLICABLE**;

1. Licenses: Physical, Occupational & Speech Therapy
2. Bonds: _____
3. Certificates: Certificate of Occupancy / Fire Inspection
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Address

McAllen, TX 78503
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Alfonso Pone

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Tauro Investments LLC dba Kids Zone Children's Rehab, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____, Owner

Subscribed and sworn to before me this 30th day of April, 2010.

Veronica Hernandez

Notary Public

My Commission expires: March 28, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: Tauro Investments LLC	**Telephone Name:** (956) 686-2150
dba Name: Kids Zone Children's Rehab	
Legal Name: Tauro Investments LLC	
Mailing Address: 1400 E. Ridge Rd Ste 1 McAllen, TX 78503	**Fax Name:** (956) 630-3993
Physical Address: 1400 E Ridge Rd Ste 1 McAllen, TX 78503	
City, State, Zip: McAllen, TX 78503	**Tax I.D. №** 20-2504002
Remit to Address: 1400 E. Ridge Rd Ste 1	**City, State, Zip** McAllen, TX 78503
E-Mail Address: alfonso@kidszonerehab.com	
Representative(s) Name(s) & Title(s) Alfonso Ponce, Owner	

Type of Organization(check one): ✓ Individual ✓ LLC ___Partnership ___Sole Proprietor ___Corporation ___Other, Specify ___ ___Non-Profit

State Identification №: _____ (Please attached completed W-9 form with this application)

Less than 250,000 annual gross receipt ___ Hispanic American ___ Native American ___
Less than 499,000 annual gross receipt ___ Asian Pacific American ___ Women ___
Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? Therapy - Speech, occupational & Physical
Would you like to be provided with specifications for procurements of such products ?: YES___ NO✓

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

ate Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Tauro Investments, LLC dba Kids Zone (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals: Children's Rehab

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Tauro Investments, LLC

Business name, if different from above
Kids Zone Children's Rehab

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► P
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1400 E. Ridge Rd Suite 1

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78503

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 2504002

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below)

contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Acovill Management Co., LLC., dba / Kids In Action Therapy** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation

laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
ACOVILL Management Co., LLC.,
dba /Kids In Action Therapy

BY: Laura R Castillo
(Provider's Name)

LAURA R CASTILLO
(Print Name)

Administrator
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to aid services, as they apply to clients of the Program.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B
Fee Schedule

ACOVILL MANAGEMENT CO., LLC
DBA/KIDS IN ACTION
2010-2011

Fee Schedule for Services:
Fees should not exceed Medicaid Allowable Reimbursements:
1.The Provider shall be paid only for full and satisfactory completion of the following service:

Description Of Services	Fee
a. Speech Therapy Evaluation Individual	$ 55.00
b. Speech Therapy Re-Evaluation	$ 55.00
c. Speech Therapy Treatments- 30 Minute Units	$ 35.00

j Hydrates 15/30 Minute Units	$ N/A

CERTIFICATE OF INSURANCE

03/29/10

Producer:

Affinity Insurance Services, Inc.
159 East County Line Rd.
Hatboro PA 19040-1218

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured: ACOVILL Management Company, LLC
2101 E Griffin Pkwy
Mission, TX 78572-3228

COMPANIES AFFORDING COVERAGE

COMPANY A. American Casualty Company of Reading, PA

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$
	☐ ☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV. INJURY	$
	☐ OWNER'S CONT. PROT.				GENERAL AGGREGATE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP. (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY	$
	☐ NON-OWNED AUTOS					

					$3,000,000 annual aggregate

Certificate Holder:	Hidalgo County Headstart Program PO Box 0117 Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Policy Number:

Date Entered: 4/22/2010

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Multi-Line Agency, Inc. 3101 N. Jackson Rd. McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 668-0202 FAX (A/C, No): (956) 668-8989 E-MAIL ADDRESS: ngalmodovar@multilineagency.com PRODUCER CUSTOMER ID #:
INSURED Acovill Management Co. LLC DBA: Kids In Action Therapy 2101 E. Griffin Pkwy Mission, TX 78572	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The Hartford (AgentSecure) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Headstart P.O. Box 0117 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ramiro Garza

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD

Producedusing Forms Boss Plus software.www.FormsBoss.comImpressivePublishing 800-208-1977

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID NO | DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone:956-682-2841 Fax:956-630-4015	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KIDSI-1

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kids In Action Therapy Acovill Management Co. LLC dba 2101 E Griffin Pkwy Mission TX 78572	INSURER A: Maryland Casualty	19356
	INSURER B: National Interstate Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PAS43432468	06/14/09	06/14/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2000000 $ 2000000 $ 10000 $ 2000000 $ 4000000 $ 4000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER FORM CG2010(07/04)

CERTIFICATE HOLDER	CANCELLATION
HIDCHDS Hidalgo County Headstart Program 1/4 Mile W. 10th St on Hwy 107 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09) © 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

NATIONAL INTERSTATE
3250 Interstate Drive
Richfield, OH 44286
(330) 659-8900

COMMERCIAL AUTO DECLARATION

Policy Number:	SCA 0009945-01
Named Insured:	ACOVILL MANAGEMENT CO LLC
Agent:	Capstone Underwriters Inc

THE LISTING OF LIMITS AND PREMIUMS PER VEHICLE ON THIS DECLARATIONS PAGE MAY NOT BE COMBINED WITH THE SAME LIMITS FOR THE SAME COVERAGE ON ANOTHER AUTO. UNLESS THE POLICY'S LANGUAGE ALLOWS THE STACKING OF LIMITS.

ITEM THREE: SCHEDULE OF COVERED AUTOS

VEHICLE DESCRIPTIONS

Unit #	Year	Make/Model	Type	VIN	Stated Amount	GVW	Radius	Zip Code
1	2005	DODGE/CARAVAN	Mini Van	1D4GP25B15B342801	$12,500	N/A	51-100 Mi	78572
2	2009	TOYOTA/SIENNA CE/S	Full Size Van	5TDZK23C39S235411	$23,900	10,000	51-100 Mi	78572
3	2005	TOYOTA/SIENNA	Full Size Van	5TDZA23CX5S319125	$12,900	6,000	51-100 Mi	78572
4	2007	TOYOTA/SIENNA CE/S	Full Size Van	5TDZK23CX7S002610	$18,400	6,000	51-100 Mi	78572

COVERAGES - PREMIUMS, LIMITS, AND DEDUCTIBLES

Unit #	LIABILITY	MED PAY	PERSONAL INJURY PROTECTION

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program

Address: 2101 E. Griffin Parkway, Mission Tx 78572

By: Laura R Castillo

Printed Name: LAURA R CASTILLO

Title: Administrator

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: ACOVILL Management Co LLC, dba Kids In Action Therapy

ADDRESS: 2101 E. Griffin Parkway, Mission, Tx 78572

AUTHORIZED REPRESENTATIVE: LAURA R CASTILLO

SIGNATURE: Laura R Castillo

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Date: [illegible]

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Laura R. Castillo, possess all of the **APPLICABLE**;

1. Licenses: Medicare, Medicaid, PT + OT Facility Licenses
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be

2101 E. Griffin Parkway
Address

Mission, Tx 78572
City, State, Zip

EXHIBIT D 2100410

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Kids In Action Therapy

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (Item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Laura R Castillo, Administrator
Signature of person doing business with the governmental entity

5/5/2010
Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Laura R. Castillo, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to

Subscribed and sworn to before me this 26th day of April, 2010.

Notary Public, State of Texas

My Commission expires: 3-17, 2010

MELCHOR CHAVEZ
Notary Public, State of Texas
My Commission Expires
March 17, 2012

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: ACOVILL Mgmt Co., LLC	**Telephone Name:** ( ) 956-424-3733
dba Name: Kids In Action Therapy	
Legal Name: ACOVILL Mgmt. Co. LLC, dba Kids In Action Therapy	
Mailing Address: 2101 E. Griffin Parkway	**Fax Name:** ( )
Physical Address: same	
City, State, Zip: Mission Tx 78572	**Tax I.D. №**
Remit to Address: same	**City, State, Zip**
E-Mail Address: laura57castillo@yahoo.com	
Representative(s) Name(s) & Title(s) Laura R. Castillo, Administrator	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit ✓LLC ___Sole Proprietor ___Other, Specify_____

State Identification №:_____**(Please attached completed W-9 form with this application)**

Federal Identification № or (if individual) SS № 20-2054590

Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(s):_____ or are Certificate(s) attached?: YES__ NO __

What type of product(s) is/are solicited by your company? Pediatric Rehabilitation Services
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__ N/A

To Be Completed by Head Start: Rec'd by (Procurement):_____ Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

Certification For
Primary Covered Transactions

1. The ACOVILL Mgmt. Co., LLC, dba Kids In Action Therapy (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the ACOVILL Mgmt. Co. LLC, dba Kids In Action Therapy (Vendor Name) is unable to certify to any of the

Please print or type

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
ACOVILL Mgmt. Co. LLC dba Kids In Action Therapy

Business name, if different from above. (See Specific Instruction on page 2)
Kids In Action Therapy

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
2101 E. Griffin Parkway

Remittance Address: If different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Mission, TX 78572

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
20-2054590 20-2054590

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax returns. For real estate transactions, item 2 does not apply.

Sign Here | **Authorized Signature** ▶ [signature] | **Date** ▶ 4/1/2010

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

CONTRACT FOR SERVICES
DISABILITY
2010-016-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **SAB & ASSOCIATES LLC, dba / KID ABILITIES CHILDREN'S REHAB** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2011** or as provided herein.

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
SAB & ASSOCIATES LLC
DBA/ KID ABILITIES CHILDREN'S REHAB

BY: Gabriel Serrano
(Provider's Name)

(Print Name)

C. E. O
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Exhibit B

Fee Schedule

SAB & ASSOCIATES LLC, DBA/ KID ABILITIES CHILDREN'S REHAB

2010-2011

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Speech Therapy Evaluation Individual	$ 55.00
b. Speech Therapy Re-Evaluation	$ 55.00
c. Speech Therapy Treatments - 30 Minute Units	$ 35.00
d. Occupational Therapy Evaluation Individual	$ 55.00

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP CERTIFICATE OF INSURANCE OCCURRENCE POLICY FORM

Print Date: 06/16/09

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0312627823	from: 12:01 AM Standard Time on: 07/17/09 to: 12:01 AM Standard Time on: 07/17/10

Named Insured and Address:

SAB & Associates, LLC
5521 N Mccoll Rd
Mcallen, TX 78504-2208

Medical Specialty:
Occupational Therapist Firm

Code: 80721

Program Administrator:

Healthcare Providers Service Organization
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Provided by:

American Casualty Company of Reading, Pennsylvan
333 S. Wabash Avenue, Chicago, IL 60604

COVERAGE PARTS	LIMITS OF LIABILITY	
A. PROFESSIONAL LIABILITY		
Professional Liability (PL)	$ 1,000,000 each claim	$ 3,000,000 aggregate
Good Samaritan Liability	included above	
Personal Injury Liability	included above	
Malplacement Liability	included above	
B. COVERAGE EXTENSIONS:		
License Protection	$ 10,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit		$ 10,000 aggregate
Deposition Representation		$ 10,000 aggregate
Assault	$ 0 per incident	$ 0 aggregate
Medical Payments	$ 2,000 per person	$ 100,000 aggregate
First Aid		$ 2,500 aggregate
Damage to Property of Others	$ 2,500 per incident	$ 10,000 aggregate
C. WORKPLACE LIABILITY	Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.	
Workplace Liability	included in A. PL limit shown above	
Fire & Water Legal Liability	included in A. PL limit shown above subject to $150,000 sub-limit	
Personal Liability		none
D. GENERAL LIABILITY	Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.	
General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total: $ 1,035.00

QUESTIONS? CALL: 1-888-288-3534

Policy forms and endorsements attached at inception.

G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908
G-141234-A

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

"DBA" or Specified Location Endorsement

In consideration of the premium paid, it is agreed that **PROFESSIONAL LIABILITY COVERAGE PART,** is amended as follows:

The term **you** or **your** defined in the **PROFESSIONAL LIABILITY COVERAGE PART, Section IV. Additional Definitions,** is deleted in its entirety and replaced by the following:

"You" or **"Your"** means the **named insured,** including the **named insured** doing business under the names set forth below or at the address set forth below, and:

1. any individual who, during the **policy period,** is or becomes an **employee** of the **named insured,** but only while acting within the scope of their **professional services**; or
2. any individual who, during the **policy period,** is or becomes a substitute health care provider that the **named insured** contracts with, but only while acting within the scope of their **professional services.**
3. Any individual previously affiliated with the **named insured** as its **employee** but only for **professional services** performed on behalf of the **named insured** during the course of such employment.

Named Insured DBA (if applicable)	Address (if applicable)
Kid Abilities Children's Rehab	5521 N McColl Rd, McAllen, TX 78504 2208

Must Be Completed	
ENDT. NO.	POLICY NO.
1	312627823

G-141234-A (7/2001)

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
SAB & Associates, LLC	07/17/2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2010

PRODUCER
LUJAN INSURANCE AGENCY
PO BOX 704
PHARR, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SAB & ASSOCIATES, LLC DBA
KID-ABILITIES CHILDREN'S REHAB
5521 N. MCCOLL
MCALLEN, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH	
INSURER B: PROGRESSIVE	
INSURER C: TEXAS MUTUAL	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS02318709	06/02/09	06/02/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$10,000
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$1,000,000
		X POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	06293258-1	02/13/10	02/13/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
						AUTO ONLY - EA ACCIDENT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY HEAD START PROGRAM PO BOX 0117 EDINBURG, TX 78540-0117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

04/19/2010 02:37 FAX 956 702 1869 Lujan Insurance

LUJAN INS AGENCY
PO BOX 704
PHARR, TX 78577

021059

PROGRESSIVE

Named insured

SAB AND ASSOCIATES LLC
KID ABILITIES
5521 N MCCOLL
MCALLEN, TX 78504

Policy number: 06293258-1
Underwritten by:
Progressive County Mutual Ins Co
January 28, 2010
Policy Period: Feb 13, 2009 - Feb 13, 2010

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

956-783-1165
LUJAN INS AGENCY
Contact your agent for personalized service.

800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on February 13, 2009 at 12:01 a.m. This policy expires on February 13, 2010 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms 8610 (03/02), Z228 (07/05), Z435 (12/06), Z528TX (03/07), Z529TX (03/07), 1198 (01/04), 1652TX (05/07), 4852TX (03/07) and 4881TX (02/07).

The named insured organization type is a corporation.

Personal Injury Protection	$2,500 each person	330
Comprehensive		
See Auto Coverage Schedule	Limit of liability less deductible	555
Collision		
See Auto Coverage Schedule	Limit of liability less deductible	1,343
Subtotal policy premium		**$10,768**
Automobile Theft Prevention Authority Fee		5
Fees		45
Total 12 month policy premium		**$10,818**

Rated drivers

1. DAHRIEL SERRANO
2. MARIA GUZMAN
3. JOSE SANCHEZ
4. MINERVA BARBOSA
5. NAOMI FUENTES
6. MELISSA HERNANDEZ
7. VANESSA RAMOS
8. SAN JUANITA GARCIA
9. MANUEL DERUEDA

Auto coverage schedule

1. **2005 Ford Freestar Ses**
VIN: 2FMZA57615BA66618

Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$500	$111	$500	$268	**$2,153**

2. **2007 Ford Freestar SE**
VIN: 2FMZA51607BA10617

Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

Premium	$500	$100	$500	$241	Auto Total **$2,115**

4. **2007 Dodge Caravan Sxt**
VIN: 1D4GP45R87B157978
Stated Amount: $12,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$500	$122	$500	$298	**$2,194**

5. **2005 Chrysler Town & Country**
VIN: 2C4GP44R55R493732
Stated Amount: $10,000
Garaging Zip Code: 78504
Radius: 100

	Liability	PIP			
Liability Premium	$1,708	$66			
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$500	$111	$500	$268	**$2,153**

Premium discount

Policy	
06293258-1	Renewal

Loss Payee information

1	Loss Payee	Auto 4	SECURITY SERVICE FCU

Form 6489 TX (05/02)

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: Kid- Abilities Children's Rehab

ADDRESS: 5521 N. McColl Rd. McAllen, Tx 78504

AUTHORIZED REPRESENTATIVE: Deborah Serrano Gabriel Serrano

SIGNATURE: Deborah Serrano

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Kid-Abilities Children's Rehab, possess all of the **APPLICABLE**;

1. Licenses: Speech Therapy and Occupational Therapy Licenses
2. Bonds: _____
3. Certificates: Occupational Therapy Facility Registration
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be

5521 N. McColl Rd.
Address

McAllen, Tx 78504
City, State, Zip

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Kid Abilities Children's Rehab/Gabriel Serrano, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, [illegible]

Subscribed and sworn to before me this 23rd day of April, 2010.

Notary Public

My Commission expires: 3/13/2013, 2010

IRENE LERMA
Notary Public, State of Texas
My Commission Expires
March 13, 2013

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: SAB & Associates LLC	**Telephone Name:** (956) ~~376-3334~~ D.S 631-1840
dba Name: Kid-Abilities Childrens Rehab	
Legal Name: SAB & Associates LLC DBA Kid-Abilities Childrens Rehab	
Mailing Address: 5521 N. McColl Rd.	**Fax Name:** (956) 631-1859
Physical Address: 5521 N. McColl Rd.	
City, State, Zip: McAllen, Tx 78504	**Tax I.D. №** 20-8278070
Remit to Address: 5521 N. McColl Rd.	**City, State, Zip** McAllen, Tx 78504
E-Mail Address: d.ariels@hotmail.com	
Representative(s) Name(s) & Title(s) Dahriel Serrano, CEO	

Type of Organization(check one): ___Individual ___Partnership ___Corporation ___Non-Profit
✓ LLC ___ Sole Proprietor ___Other, Specify_____

State Identification №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS № 20-8278070

Less than 499,000 annual gross receipt ___ Asian Pacific American ___ Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO✓

Indicate Certification №(s):_____ **or are Certificate(s) attached?:** YES__ NO __

What type of product(s) is/are solicited by your company? Speech and Occupational Therapy Services
Would you like to be provided with specifications for procurements of such products ?: YES___ NO__

To Be Completed by Head Start: Rec'd by (Procurement):_____ **Date Rec'd by (Procurement):**_____

Date Forwarded Information to Finance Office:_____ **Entry Date:**_____ **Vendor №:**_____

Certification For
Primary Covered Transactions

1. The Kid-Abilities Children Rehab (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Kid-Abilities Children's Rehab (Vendor Name) is unable to certify to any of the statements in

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SAB & Associates LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5521 N. McColl Rd.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Tx 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
20 : **8278070**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.