



- a. Provide to department the services required of a licensed professional psychologist or a licensed professional psychiatrist, licensed in this state with training and experience in psychological testing and interpretation of tests;
- b. Provide examination of defendant and report to the department on the competency or incompetency of defendant;
- c. Provide testimony of competency or incompetency of defendant at any trial or hearing involving competency issue;
- d. Interpret the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;
- e. Serving on call on a daily basis, except when out of town;
- f. Proposer represents that it employs a licensed professional psychologist or a licensed professional psychiatrist, licensed by the State of Texas and qualified to perform and execute the services provided above;
- g. Comply with Texas Statutes – Code of Criminal Procedure – Chapter 46B. Incompetency To Stand Trial – Article 46B.022 Experts: Qualifications;

2. Contractor represents he is a psychologist or a psychiatrist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and/or psychiatrist. Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County District Attorney's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Hidalgo County District Attorney's Office, 100 E. Cano, Edinburg, Texas 78539. Said statement must provide an itemized list of services rendered to Department during the statement period, based on the schedule of fees as outlined in Exhibit "B", which is attached hereto and made part of this Contract.

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor will comply with Department's specified accounting, reporting, and auditing requirements. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

4. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the

foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Criminal District Attorney's Office, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Criminal District Attorney's Office, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Department and Contractor agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the date of contract termination.

6. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

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

8. Unless earlier terminated as herein provided, this Contract shall commence on March 8, 2017 and terminate on March 7, 2019. Hidalgo County reserves the right to extend the contract for two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

9. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

10. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

11. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

13. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:

Hidalgo County District Attorney's Office  
100 E. Cano  
Edinburg, Texas 78539

If to Contractor:

Gregorio Pina, III, Ph.D  
1200 S. Col Rowe Blvd, Ste B9  
McAllen, TX 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

16. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

17. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

18. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

19. Commitment of Current Revenues Only - In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer.

EXECUTED as of the day and year first written above.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_

Ramon Garcia, Hidalgo County Judge

**HIDALGO COUNTY DISTRICT ATTORNEY'S  
OFFICE**

By: \_\_\_\_\_

Ricardo Rodriguez, Jr., Criminal District Attorney

**CONTRACTOR: Gregorio Pina, III, PhD**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved By Commissioners Court On: \_\_\_\_\_

Approved as to form:  
Office of Criminal District Attorney

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District Attorney

# Exhibit “A”

Specifications/Requirements



**GREGORIO PINA, III, Ph.D.**  
CLINICAL AND CLINICAL FORENSIC PSYCHOLOGY  
SPECIALIZING IN THE FIELDS OF TRAUMA,  
LAW ENFORCEMENT AND CRIMINAL PSYCHOLOGY  
1200 SOUTH COL. ROWE BLVD., SUITE B-9  
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004

FAX: (956) 687-7014  
gregpinaphd@gmail.com

CELL: (956) 330-4500

January 29, 2017

County of Hidalgo  
Purchasing Department  
C/O: Ms. Heidi Garcia Ortiz / Maria Elena Gaitan  
2802 South Business Highway 281  
Edinburg, Texas 78539

**Re: HIDALGO COUNTY / REQUEST FOR PROPOSALS**

**HIDALGO COUNTY – DISTRICT ATTORNEY’S OFFICE  
REQUEST FOR PROPOSALS  
PSYCHOLOGICAL EVALUATION SERVICES FOR  
DEFENDANT (COMPETENCY TO STAND TRIAL)**

**RFP No. 2017-024-02-01-HGO**

Dear Members of the Review Board for RFP No. 2017-024-01-HGO

This proposal will follow the outline provided on Page 4 of the formal request.

**Firm Qualifications**

Psychological evaluations are a *specialty* wherein training and experience are parts of the licensing laws and further clarified in the *Texas Rules of Practice for Psychologists*. Since 1980 I have been providing such services in South Texas in the counties of Webb, Starr, Jim Hogg, Hidalgo, Willacy, and Cameron. I stopped providing such services for a while due to the responsibilities in conducting services to children who claimed sexual abuse in 2010. In 2010 the 332<sup>nd</sup> District Court asked I perform such service and did. Since that year I have performed from fifty to seventy-five such evaluations for Hidalgo County. I have dutifully obtained and exceeded the training qualifications in the areas requested. This includes *Evaluations As To The Insanity Defense* and *Risk Assessments*.

My methodology began with a professor, Melvin Gravitz, Ph.D. at the American University who practiced forensic psychology in Washington, D.C. I received further

training in this *specialty* during my Residency at the University Of Texas Health Science Center at San Antonio. My methodology has evolved with further Post-Doctoral Training in the field from various sources (American Academy of Forensic Psychology, *Capacity FOR JUSTICE*, The Society of Police and Criminal Psychology, The Texas Psychological Association yearly conferences, etc.

- My Texas psychologist license is 2-2180 from the Texas State Board of Examiners of Psychologists. I have been licensed to practice psychology with a Health Service Provider Certificate since 1980.
- I also hold a Texas School Psychologist Specialist license (30465).
- I am a Reserve Texas Peace Officer, and have kept my commission through the Webb County Sheriff's office over twenty-five years. My Texas Commission On Law Enforcement (TCOLE) PID is 60910 should you want to review my prior training and experience in law enforcement in this area as to how investigations and report writing affect court results for the accused and the innocent . I was law enforcement active about duty nine years and ten months. Knowledge of Penal Code and Range of Punishment is an area I keep up in and inform Defendants being evaluated for *Competency* and *Insanity Evaluations* as part of their understanding of *Competency* issues.
- The Webb County District Attorney's Office Special Victim's Unit will verify that I participated in the investigations, evaluations, treatment, and court testimony that resulted in over thirty life sentences in child sexual abuse courtroom testimonies. I wore different and separate hats in these endeavors that required knowledge of the law and its implementation as a psychologist, as a peace officer and an evaluator and treatment provider for violent and sex crimes. My reserve officer duties and responsibilities are now mostly debriefing after critical incidents, intervening in law enforcement personnel problems, Fitness For Duty Evaluations (FFDE) and consultation to law enforcement agencies at no cost to the agencies I service through psychological evaluations.
- I am a Licensed Sex Offender Treatment Provider and have serviced the Hidalgo County Community Supervisions and Corrections Department (Adult Probation) for thirty-five years. Report writing is part of this responsibility.
- I want to insure this Board understands that I generally do not perform the psychological evaluations for *Competency To Stand Trial* or *Insanity* evaluations of sex offenders I have treated in the distant past. This is in spite that the court order states the person is not a patient / defendant at the present time. This issue has come up twice since 2010. One Defense Attorneys has argued that even though I have not evaluated or treated a specific Sex Offender who has allegedly re-offended my knowledge of the person may not be in the best interest of *justice*.
- I hold Specialty Diplomate Status in different areas: (Law Enforcement; Forensic Psychology; Sexual Abuse; and Psychology from The American College of Forensic Examiners. These Diplomates are for contribution to the aforementioned fields and contribution to public service. I have other awards for public service in other areas, (e.g.: Texas Child Advocacy Center Mental Health Professional of the Year, etc.). I have been awarded the title of *Life Fellow* from the American Academy of Forensic Examiners.

### **APPROACH (Methodology)**

#### Lists of Tests including description of the tests and the purpose of each:

I have developed my own format / protocol that has been tested in direct and cross examination. My protocol fulfills *Daubert Standards* and Texas law. It is recognized by peers in forensic psychological services and supported by the professional literature in the fields of psychology and psychiatry. There are several instruments on which my protocol also depends on in the areas of *Competency* and *Insanity Evaluation*. However, I find our Courts and population in Hidalgo County is better served by adding and deviating from prior published instruments and tweak to the needs of the individual courts. This issue is followed by the other professionals providing *Competency* and *Insanity* evaluations in Texas and the nation.

The evaluation consists of materials from portions of the following instruments and other professional sources that cover the areas of interest to the Courts.

- Evaluation of Competency To Stand Trial—Revised (ECST-R)
- Competence to Stand Trial for Defendants with Mental Retardation (CAST-MR)
- Competency Screening Test (CST)
- Interdisciplinary Fitness Interview Revised (IFI-R)
- The Fitness To Stand Trial Test Revised (FIT-R)
- The Georgia Court Competency Test—Mississippi State Hospital Revision (GCCT-MSH).
- (Domains covered by the) Computer Assisted Determination of Competency (CADCOMP) Scales
- Other instruments I rely on are available to the Proposal Committee. None complete the needs of Hidalgo County Requests for Evaluation as to Competency on their own which is the reason psychologists / psychiatrist evaluators do not use one particular instrument on the professional market.

In areas of persons who are assessed to be Intellectual Deficiency Disorder (IDD), previously known as Mental Retardation, then our state laws requires an *Adaptive Measure*. Intelligence tests measure academic abilities more and are not sensitive to adaptiveness in the community for the Courts to make decisions on in areas of *Competency* and appropriate referrals. I used the most widely accepted and strongest measure in Texas, the **Adaptive Behavior Assessment System—Third Edition (ABAS-3)**. Skills assessed are in three domains, Communication, Social, and Personal. This is a State of Texas Mandated requirement in *Competency* evaluations.

A hobby of mine is reviewing professional journals in my areas of practice to tweak my evaluations.

#### Location and Interviewing – Orientation to Evaluation – Procedures.

At first I was evaluating *Competency and Insanity* evaluations at my office. The HCSO Transportation Division requested several times if I could evaluate at their facility due to a shortage of manpower and/ or vehicles, a physically disabled Defendant unable to move, or highly assaultive Defendants being in public. This was fortuitous, especially with violent Defendants. My preference is to evaluate at the Hidalgo County Sheriff's Office (HCSO) Detention Center (DC) because

- (a) I first briefly interview the Detention Officers (DO) familiar with the Defendant for recent behavioral observations.
- (b) At the end of the diagnostic and forensic evaluation I then have face to face communication with the Medical Unit Nurse and computer file to obtain dates

seen by the physician and psychiatrist. Consistency with the HCSO Medical Chart and my observations are made. Further, information as to medications and mental or physical illness that can account for behaviors of *competency* are obtained.

- (c) Introductions with the Defendant to obtain rapport, language preferences, and advise as to the reason for the evaluation follow. The procedure (protocol) is introduced.
- (d) Although a Court Order has been provided and observed by the Defendant, a “*Disclosure*” statement is then provided and witnessed by a D.O. The Defendant reads on his / her own, but I also read the *disclosure* form aloud. The Defendant also paraphrases and may discuss the information provided to insure understanding. The Defendant may choose to sign he/she has been provided the appropriate information and may or may not sign the *Disclosure form*. The Defendant is informed that signing or not signing does not affect the evaluation results. The D.O. then signs as witness the disclosure form provided. (See attached *Disclosure Form*).
- (e) Issues critical to *Competency* and *Insanity* defenses are then provided to the Defendant by drawing / making a chart with the roles and responsibilities of the judge (insure a fair trial, listen to witnesses and examine evidence, etc. Insure both prosecutor and defense attorney do their jobs, etc.).

*Further Details as to Orientation – Ability to Use Information Adaptively for Competency*

After this procedure, this Defendant is provided with further information critical to *Competency To Stand Trial Components*. The Defendant paraphrases and discusses each component to insure he/she understands the concepts and is using or not using the data to demonstrate a working understanding of the concept. Covered are the concepts of:

- 1) the adversarial nature of criminal court proceedings,
- 2) Understanding charges and potential consequences such as dismissal, Range of punishment to the charges, etc.
- 3) Reasoned choice of trial strategies such as guilty plea, nolo contendere, proceeding pro se, pleading insanity, etc.
- 4) Also covered are the different parts of a trial, such as “guilt / innocence (including nolo contendere) in the first part of a trial where the *elements of a crime* are identified, and the second part of a trial where a Defendant is sentenced.
- 5) Also covered are: (4) Roles of judges, prosecutors, defense counsel, juries, evidence, and witnesses with examples identified from the current materials produced by the courts.
- 6) Similarly rights of the Defendant / fiduciary responsibility of the Defense Attorney and
- 7) Reasonable doubt in decision making of judges and juries were dealt with.
- 8) Disagreeing with offense reports is dealt with, along with identifying evidence and witnesses in the materials provided (offense, witness reports, photographs when available, and other court produced available material).
- 9) Disagreeing with defense counsel is dealt with as is how to handle such disagreement.
- 10) The Defendant is also provided with explanation and use of evidence and witnesses, such as in the direct examination and cross examination in the adversarial criminal law system.
- 11) Issues of trial strategy are paraphrased and / or discussed as options.
- 12) The role of mental illness and / or Intellectual Deficiency Disorder (previously known as mental retardation) is also dealt with.

- 13) Finally, that this examiner was neutral and objective in reporting results to the Court is dealt with. This included concepts that this evaluation might help, or not help, or be neutral to his defense is paraphrased and discussed.
- 14) Understanding the consequences of being evaluated to be *incompetent to stand trial* or *competent to stand trial* is also reviewed. I look to see if the Defendant responds with appropriate interaction or irrelevant topics important to *Competency issues*.
- 15) The Defendant is evaluated to see if he/she appears to understand the concept of *amnesia* and how such a position could or would affect the outcome of the evaluation.
- 16) What a “plea” agreement is, is provided for the Defendant with assurance the Defendant understands or does not understand such a procedure.

The next order of evaluation is to attempt to gather life histories (development, medical, educational, social, hobbies and past times, employment, legal history, trauma, etc.) including prior disabling conditions in order to understand the history and psychological functioning capacities of the person evaluated. The Defendant is appraised I will be contacting his collateral witnesses to verify and add information where appropriate in order to answer the referral questions. The issue is *scientific validity and reliability* by comparing the aforementioned lifespan histories with different collaterals provided in the HCSO Booking Sheet or whomever the Defendant wishes to be contacted.

Later when composing the report, the collateral witnesses agrees to “tell the whole truth,” and that minimization, exaggeration, or any form of deceit would be reported. If medications have been taken before arrest, that information is compared with the HCSO Detention Center Nurse and chart. Current medications are compared as is complying with prescribed medications when indicated. The use of psychotropic medications impacting on the Defendant’s ability to be *Competent* is evaluated for reporting.

The Defendant is seen “blind”, that is, I do not review the material from the Court until the Defendant understands the issues of evaluation. When and if a Defendant brings up behavior dealing with the charges, I insure the Defendant understands how the information fits or does not fit into the issues of *competency*.

A history and ***MENTAL STATUS EXAMINATION*** is obtained to gain rapport and gauge level of verbal (*cognitive*) intellectual functioning. After these procedures the Defendant then relates what he/she believes the Defendant was charged with, and what the Defendant perceives the range of punishment would be as previously addressed above. The Defendant is asked about the quality of the relationship with the Defendant’s attorney and ability to communicate effectively with Defense Counsel. The Defendant paraphrases and describes his / her understanding of the adversarial nature of criminal proceedings. The Defendant also defines what a jury is and how a jury is chosen. The Defendant is to further respond as what witnesses and evidence are in general and in his current matter by using the reports (law enforcement, witnesses, photos) provided. The Defendant also covers by what is meant by “Guilty, Not Guilty, Nolo Contendere, and Not Guilty By Reason of Insanity”. It is also important to note that during the above discussions, this examiner provides every Defendant further information as to roles of the Defendant’s attorney, the prosecutor, the judge, witnesses, a jury, evidence, etc. when indicated. This examiner then comes back at the summary section of the evaluation and reviews if this this Defendant understood, remembered and expanded his / her knowledge and is using it adaptively before the evaluation ends.

*Depth and Length Of Evaluations For Competency and Insanity – Continued.*



*Social Security Disability*

Collateral witnesses are interviewed in order to verify, or clarify, or find discrepancies in providing a lifespan history.

**MENTAL STATUS EXAM:**

**APPEARANCE/BEHAVIOR/LEVEL CONSCIOUSNESS/BEHAVIOR/SPEECH:**

Approach to evaluation, descriptions of body types, posture, clothing, hair, beard, fingernails, facial expressions, eye contact, etc. Cooperation, hygiene, eye contact, behavior, psychomotor activity, and whatever other issue would be important to *Competency* is included.

**MOOD/CONSISTENT TO SPOKEN THOUGHT/RANGE/INTENSITY:** Prominent Mood, and accompanying Affects are evaluated to identify problems in the areas critical to *Competency evaluations*. The effects of emotional life on perceptions, thought processes, and behavior are noted and reported.

All **SENSORIUM** is evaluated to be clinically clear or defective at the evaluation. This includes illusions, delusions, hallucinations and other symptoms that indicate the Defendant's senses are not working adaptively. Knowledge of he where he / she is at, the date, and volition to cooperate are noted if sensorium adversely affects *competency*. Whether concentration is affected by sensorium is addressed. A history of *sensorium* is taken along with whether it has been associated with drug abuse or not.

All **MEMORY** functions (immediate, short term, long term, and remote memory) are evaluated to insure they are, or are not within normal limits. Claims of *amnesia* are evaluated. Prior problems with memory, difficulty in remembering, veracity, and attention and concentration are evaluated.

**THOUGHT processes** are evaluated to assess if thoughts are coherent, logical, sequential, practical, and flow. Thoughts evaluated for delusions. Disturbance in concentration, significant concerns and/or worries identified in thought processes are reported. Capacities to make connections and have insight that would be useful in the current legal endeavors are reported. Whether problems with thought processes are expected to adversely affect the Defendant are evaluated.

**INTELLIGENCE** as estimated from vocabulary, language expression, complexity of thoughts, ability to problem solve, ability to make connections, concentration and abstract, flow and calculate are evaluated for *competency* purposes.

**Suicidal and homicidal** ideation or plan are assessed and reported.

**Insight** into his *legal problems* are assessed.

**Insight** into his *mental health problems* is assessed and reported.

**Functional judgment** into his *legal problems* is evaluated.

**Functional judgment** into his *mental illness* if present is reported.

**DIAGNOSIS:**

Provided

**B: SPECIFIC ISSUES CONSIDERED IN EVALUATION OF COMPETENCY OR INCOMPETENCY**

*After considering*

- *all of the relevant facts available,*
- *using recognized methods, and*
- *using logical inferences and reasonable assumptions,*
- *this objective approach yields the following:*

**1: The capacity of the Defendant during criminal proceedings to rationally understand the charges against the Defendant and the potential consequences of the pending proceedings.**

**Observation and Findings:**

*This Defendant is able to describe (or not describe) the charges (charge label) against him / her. This Defendant demonstrates (or did not demonstrate) understanding the behaviors to which the charges refer in the current proceedings.*

*He /She demonstrated he / she understood the law enforcement version of the event(s).*

*He / She responded (or did not) a range of potential consequences, from dismissal of charges to severe consequences, but understood (or did not understand) the severity of the charges.*

*He / She responded he / she understood the concept of enhancement due to his / her history.*

*He / She provided a realistic appraisal of the likelihood of being convicted.*

*This Defendant understood (or did not understand) the finality of the Court's decisions and authority of the Court.*

*It is a given he / she experiences a --- disorder that he / she perceives is controlled (or not controlled) by medications, but this is peripheral to the question.*

*Mental illness or mental retardation (do not) (or) preclude him her from understanding the charges and potential consequences.*

**2: The capacity of the Defendant during criminal proceedings to disclose to counsel pertinent facts, events, and states of mind.**

**Observation and findings:**

*This Defendant claims (does not claim) amnesia to the behaviors described in the law enforcement offense reports provided. I find that his claimed amnesia is credible (not credible). That is, his / her symptoms of amnesia are outside the scope of known knowledge of amnesia to me. He / She is able to correct information he / she disagrees with in the offense reports. He / She is able to provide information up to the time of the alleged crimes, and immediately afterward. But not the event itself (if this fits)*

*Also considered was whether he is experiencing a Post-Traumatic Stress Disorder (PTSD) stemming directly from the behaviors he is accused of that could account for issues of traumatic amnesia. However, he /she does not claim (or claims) classic flashbacks, intrusive recollections, or other symptoms of PTSD that would be expected (or not expected) in a PTSD diagnosis.*

*This Defendant does not claim (claims) stuporous or extreme intoxication that would affect memory functions so he / she can assist in his / her defense.*

*This Defendant may or may not choose to assist his / her Counsel in providing information as to the events in question. This appears to be a volitional (or not be) a volitional) issue after careful probes.*

*This Defendant demonstrated he / she can disclose (a) pertinent thoughts, (b) observations, (c) facts, (d) events, and (f) states of mind before, during, and after the behaviors that bring him to the Court's attention.*

*This Defendant provided a reasonable (or plausible or unreasonable) account of his behavior around the time of the alleged offense.*

*This Defendant is further able to provide an account of the behaviors of relevant others around the time of the alleged offense.*

*This Defendant is able to disclose at this evaluation the states of mind he experienced before, during, and after the behaviors he is accused of.*

*Variables that may interfere with his attorney-client relationship (e.g.: attorney skill in working with this Defendant, problematic socioeconomic or demographic differences between client and counsel were not (or were) identified by this Defendant or evaluator. (Explanation follows)*

**3: The capacity of the Defendant during criminal proceedings to engage in a reasoned choice of legal strategies and options.**

**Observation and Findings:** (Decision making)

*This Defendant demonstrated or did not demonstrate he / she comprehends (legal, psychological and other) advice.*

*This Defendant appears and demonstrated to have the capacity to participate in planning a defense strategy. He / She described how he / she would handle disagreements with his / her defense counsel.*

*This Defendant was able to describe what a worse consequence, a best consequence, and a likely consequence to the proceedings could be.*

*He / She also demonstrated by discussion he understood that a "plea" would encompass ramifications, including waiving certain rights.*

*He / She demonstrated he / she had the capacity to make a reasoned choice about defense options (e.g.: trial strategy, guilty plea, plea bargain, proceeding pro se, pleading insanity) without distortions.*

*This Defendant demonstrated concepts he / she could challenge witnesses during a trial.*

*In summary, This Defendant possesses (or does not possess) an ability to rationally apply knowledge to his / her current case and make decisions in his / her best interest.*

**4: The capacity of the Defendant during criminal proceedings to understand the adversarial nature of criminal proceedings.**

**Observations and Findings:**

*This Defendant described the roles of his attorney was "quotes here".*

*This included concepts of attempting to have charges dropped, and/or obtaining the best outcome for him.*

*He / She described the "district attorney" (D.A., prosecutor) was against him her in court, but that the D.A. had (or had not made) an offer of a "plea".*

*This Defendant discussed the D.A. had a responsibility to seek "justice" for the victim/complainant. (D.A. does not ask for death sentence for stealing a bicycle).*

*He / She discussed the role of the judge was in part to "add quotes" and (insure the law was followed).*

*He / She discussed and described what a jury was and how they reach decisions.*

*He / She participated in discussion how sure a judge or jury had to be in order to find him guilty.*

*He / She identified through discussion in the law enforcement and other reports provided to him / her and the examiner what "evidence" and "witnesses" the prosecutor and he had in the current matter.*

*He / She also discussed and then responded that if a person / witness lied in court he could tell his / her attorney who was there to challenge the witnesses and evidence.*

*This Defendant demonstrated and explained concepts of an "oath/pledge", pledging to "tell the whole truth" during this evaluation.*

*He / She listened and later explained a trial has legal proceedings, such as a "guilt-innocence phase", "a sentencing phase".*

*He / She discussed and responded he / she understood that a judge was impartial and would insure all rights, such as the current evaluation for competency.*

**5: The capacity of the Defendant during criminal proceedings to exhibit appropriate courtroom behavior.**

**Observations and Findings:**

*This Defendant demonstrated he / she has an appreciation of appropriate courtroom behavior. He / She responded and demonstrated he could manage his emotions and behavior in the courtroom.*

*He / She also described he becomes anxious in such settings and how he / she deals with his / her emotional issues.*

*He / She demonstrated he / she is able to track events as they unfold (not attributable to the effects of medications).*

*He was (was or) was not delusional. The delusions he experiences **may or may not** affect his / her capacity to track events as they unfold in a criminal court proceeding.*

*This Defendant demonstrated he / she has the capacity to track oral questions and respond appropriately.*

**6: The capacity of the Defendant during criminal proceedings to testify:****Observations and Findings:**

*This Defendant discussed and demonstrated he / she has the capacity (or does not have the capacity) to testify relevantly during evaluation.*

*He / She demonstrated he / she can manage his / her emotional and communicative difficulties during an evaluation, and by analogy to a trial. It is a given and considered a trial may proceed at a faster rate than a one to one setting with multiple information from different sources at times. This Defendant was able to make (or not make) connections, and have (limited) insight into his / her current legal matter.*

*He / She demonstrated he / she had the capacity to track oral questions and respond appropriately. **ADD INFORMATION IF PSYCHOSIS- DELUSIONS ARE AN ISSUE***

*He described that emotional and behavioral problems would (would not) adversely affect his/ her outcome.*

**7: Whether the Defendant has a mental illness\* or is a person with mental retardation\*\* (currently known as Intellectual Deficiency).**

*The Wechsler Abbreviated Scale of Intelligence (WASI) is used to measure intelligence. (Add results)*

*And/or*

*A formal intelligence measuring instrument was not used because this Defendant provided compelling verbal skills that indicate he / she does not experience Mental Retardation (Intellectual Deficiency as described in the Diagnostic and Statistical Manual of Mental Disorders V [DSM V]).*

*Adaptive behavior scales are required to make a diagnosis of Intellectual Disability (formally known as Mental Retardation), since the diagnosis affects all aspects of life functions and not just academic or intellectual processing. He was asked whether and how he functioned across a range of measuring skills in communication, use of community resources, applied academics, home, living, health and safety, leisure, self-care, self-direction, social functioning, and work. He obtained a General Adaptive Composite of --, at the -- percentile. His subtest scores were very consistent [or not consistent] with the WASI findings. [Add discussion] He was strongest in (note area) and weakest in ability to (note area).*

*\*If Defendant has a mental illness, see attached "Certificate of Medical (Psychological Examination for Mental Illness" **Proposal Evaluators are referred to the accompanying form.***

*\*\* If Defendant is a person with mental retardation, see attached "Affidavit Upon Examination of Person With Mental Retardation" **Proposal Evaluators are referred to the accompanying form.***

**C. OPINION ON COMPETENCY OR INCOMPETENCY WITH MENTAL ILLNESS OR MENTAL RETARDATION**

1.  Unable to state an opinion because:

2.  Defendant is competent to stand trial.

3:  Defendant is incompetent to stand trial and is a person who has a mental illness or is a person with mental retardation (now known as Intellectual Deficiency Disorder).

(a) Description of symptoms, exact nature, severity and expected duration of the deficits resulting from the Defendant's mental illness or mental retardation.

*consider for IDD; (3 prong definition significant subaverage IQ function; limitations of adaptive behavior; occurring during the period of development)*

(b) The impact of the identified condition on the Defendant's capacity during criminal proceedings to

(I) rationally understand the charges against the Defendant and the potential consequences of the pending criminal charges, *{See Section B1 above}*

(II) to disclose to counsel pertinent facts, events, and states of mind *{See Section B2 above}*,

(III) to engage in legal strategies and options *{See Section B3 above}*,

(IV) to understand the adversarial nature of the proceedings *{See Section B4 above}*,

(V) to exhibit courtroom behavior *{See Section B5 above}*

(VI) and testify *{See Section B6 above}*;

(c) Whether the Defendant is likely to be restored to competency in the foreseeable future:

Defendant is likely to be restored to competency in the foreseeable future in a period of:

Defendant is not likely to be restored to competency in the foreseeable future.

(d) Prospective treatment options, if any, appropriate for the Defendant.

**Other Information from Referral Question 5:**

**A: List of current medications:**

**B: Treatment/medication is likely / is not likely to restore Defendant to competency in the foreseeable future.**

*When applicable, see attached*

**Certificate of Medical (Psychological) Examination For Mental Illness, and/or**

**Affidavit Upon Examination of Person with Mental Retardation**

Gregorio Pina, III, Ph.D.

PROPOSER'S AFFIDAVIT  
Exhibit "H"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "TITLE (PROJECT DESCRIPTION)"  
PROJECT NO.:

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, GREGORIO PINA, PH.D. 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 nay 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:

Gregorio Pina, Ph.D. Psychologist

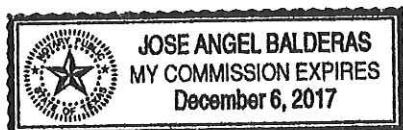
THIS IS NOT  
A DRAFT  
AS  
SIGNED

Subscribed and sworn to before me this 31 day of January, 2007.

Jose Angel Balderas

~ Notary Public

My commission expires: Dec 6 2017, 2007



CASE NO: CR-\_\_\_\_\_

The STATE OF TEXAS  
VS.  
NAME OF DEFENDANT  
SID: TX \_\_\_\_\_

IN THE \_\_\_ DISTRICT COURT OF HIDALGO  
HIDALGO COUNTY, TEXAS

**AFFIDAVIT UPON EXAMINATION OF PERSON WITH MENTAL RETARDATION**  
**(NOW TERMED: INTELLECTUAL DEFICIENCY DISORDER)**

STATE OF TEXAS \*  
COUNTY OF HIDALGO \*

Before me, the undersigned authority, on this date personally appeared GREGORO PINA, III, Ph.D., who being by me duly sworn did depose and say as follows:

“My name is Gregorio Pina, III, Ph.D. I am a licensed psychologist to practice in the State of Texas. I have examined NAME OF DEFENDANT for mental retardation (now known as Intellectual Deficiency Disorder) and as a result of the examination I have reached the following conclusions:

1: **Measure of the person’s intellectual functioning:** Mild Intellectual Deficiency Disorder  
(ADD INFORMATION)

2: **Determination of the person’s adaptive behavior level:** Using the Adaptive Behavior Assessment System 3 (ABAS-3) I find (ADD INFORMATION AS TO RESULTS)

3: **Evidence of origination during the person’s developmental period:**

4: **Recommendation for mental retardation services:**

5: **Recommendation of desirable or appropriate programs or placement consistent with the needs of the person:**

I have read this Affidavit and each and every statement contained herein is, within my personal knowledge, true and correct, except those which are made, and so designated above as being made, upon information and beliefs applied by various others which I believe to be true and correct.

GREGORIO PINA, III, Ph.D.  
Affiant

Sworn and subscribed before me on this the \_\_\_ day of \_\_\_\_\_, 2017

Notary Public, State of Texas  
Commission Expires:

\_\_\_\_\_

CASE NO: CR-\_\_\_\_\_

The STATE OF TEXAS

HIDALGO COUNTY COURT AT LAW #\_\_ or  
\_\_\_ DISTRICT COURT OF TEXAS, HIDALGO

VS.

NAME OF DEFENDANT

SID: TX \_\_\_\_\_

**CERTIFICATE OF PSYCHOLOGICAL EXAMINATION FOR MENTAL ILLNESS**

I, the undersigned, a psychologist licensed to practice in the State of Texas, do hereby certify, to wit:

1: My name is GREGORIO PINA, III, Ph.D., AND my address is 1200 South Col. Rowe, Suite B-9, McAllen, Texas.

2: On the DAY of MONTH of 2017, I evaluated and examined NAME OF DEFENDANT, herein called "Patient".

3: Patient, whose address is: NUMBER AND STREET/AVENUE/ROAD, CITY, Texas was under my care for the following, if any, period of time: evaluation date only for court purposes, Competency To Stand Trial and as to the Insanity Defense.

A brief diagnosis of the physical and mental condition of the Patient on said date is: ADD DIAGNOSIS

4: An accurate description of the mental health treatment, if any, given by me or administered under my direction, is as follows:

No Treatment. Evaluation for Competency To Stand Trial AND WITH REGARD TO THE DEFENDANT'S INSANITY DEFENSE only.

6: I am of the opinion that the Patient is mentally ill, and that, as a result of that illness, the Patient meets at least one of the following additional criteria (check the box/or boxes of the criteria which applies to the Patient):

is likely to cause serious harm to self; or

is likely to cause serious harm to others; or

will, if not treated, continue to suffer severe and abnormal mental, emotional or physical distress and will continue to experience deterioration of Patient's ability to function independently and make a rational and informed decision as to whether or not to submit to treatment.

Prior to the examination of the above named Patient, I did tell Patient that anything said to me by Patient would be used in a court of law and is not privileged.

Signed the \_\_\_ of \_\_\_\_\_, 2017.

GREGORIO PINA, III, Ph.D.

Sworn to and subscribed before me on the \_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public, State of Texas  
Commission expires:  
\_\_\_\_\_

**ABILITY TO COMMIT TO ALL REQUIRED SERVICES:**

The area of this proposal (Court Evaluations for Competency and Insanity Defenses) is one of my specialties. I have strived to provide the nearest possible available dates for evaluation. I generally produce reports from Friday through Sunday. I have attempted to get all reports in within the thirty days allowed by law. However, you will find my record to reflect that the reports are generally turned in within three to fourteen days after the Defendant is evaluated.

I am grateful to the D.A.'s office for reminders a report is due before the next court hearing.

I spend about six to eight hours constructing each report to answer the referral questions. This does not include the time with the Defendant, Medical Unit at HCSO D.C., or interviewing collaterals. It is not the pay, but the honor to serve in a professional area I find fascinating.

<b>COST:</b>	<b>Competency To Stand Trial Evaluation:</b>	<b>\$775.00</b>
	<b>As to the Insanity Defense of Defendants: (add)</b>	<b>\$200.00</b>

<b>NUMBER OF DEFENDANTS TO SCHEDULE IN A DAY: One or two on the same day.</b>
---

<b>SCHEDULING:</b>
--------------------

- |   |
|---|
| <ol style="list-style-type: none"><li><b>1. Same as before: Call by telephone is usually accompanied by a Fax Notice to schedule an evaluation. We call back as soon as possible / practicable and provide a date for the court order. If my office does not answer, call or text to alert me on my cell (956) 330-4500.</b></li><li><b>2. Email Court Order with offense reports, Grand Jury return, Affidavits when applicable, photos if applicable. What the Defendant needs to know to understand the charge(s), the evidence and witnesses that substantiate the charge to be able to make rational decisions for his / her defense.</b></li><li><b>3. When possible, if a Defendant is scheduled for a hearing to notify me to put that report in front of others whose court date is later.</b></li></ol> |
|---|

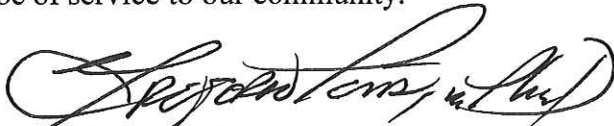
<b>BILLING: As outlined in proposal. When I turn in a report, it is stamped by Obi at D.A.'s office which verifies the report was turned in and we use to verify the work is completed.</b>
---

<b>OTHER SERVICES: This proposal did not indicate evaluations for the Insanity Defense. Insanity evaluations take as long as a Competency evaluations. These are detailed in-depth evaluations and reports. If a person is found competent to stand trial, and a request for Insanity Issues accompanies the Competency request, then I will conduct such an evaluation. If the request is only for Insanity Defense, the same charge is assessed, that is \$775.00 per only Insanity Defense Evaluation. If Competency is included and the Defendant is deemed competent, then the Insanity evaluation and report is only \$200.00 more.</b>
---

I have spoken with the Hidalgo Purchasing Office and notified that I am in the process of obtaining a *SAMs System for Award Management* document. I will submit it as soon as I receive it. This is on item 18 of the Legal Notice pages.

It has been my honor to be of service to HCDA's and Hidalgo County Courts in its missions since 2010. I did provide such services in the past since 1981 when Court Appointed. You can expect the highest professional honest evaluations I am able to provide that are objective and defensible. In order to lend the appropriate services to the Hidalgo County Criminal District Attorney's Office I decline any "ex parte" services to defense or civil attorneys in order to not even give the impression I side with Defense or Prosecution or any entity or person.

I wish to thank you for your consideration in my response to your request for proposals to be of service to our community.



Gregorio Pina, III, Ph.D.

Psychologist: Texas License 2 2180 (With Health Service Certificate)

Licensed Sex Offender Treatment Provider: License 94178

Specialist In School Psychology: Texas License; 30465

Diplomates In:

Forensic Psychology: The American College of Forensic Examiners

Police Psychology: Society for Police and Criminal Psychology

Psychology: The American College of Forensic Examiners

Sexual Abuse: The American College of Forensic Examiners

Fellow:

Life Fellow: American Academy of Forensic Examiners

Clinical Forensic Psychology

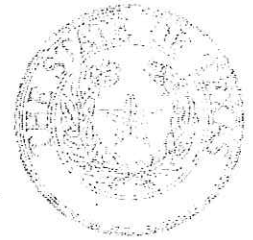
# TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

ANNUAL RENEWAL PERMIT

THIS DOCUMENT  
IS DULY ISSUED  
UNDER THE LAWS  
OF THE  
STATE OF TEXAS

Licensed Psychologist with HSP

GREGORIO PINA III PH.D  
STE B-9  
1200 SOUTH COL. ROWE  
MCALLEN, TX 78501



22180

August 31, 2017

LICENSE NO.

EXPIRATION DATE

**MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE**

# TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

ANNUAL RENEWAL PERMIT

Licensed Specialist in School Psychology

THIS DOCUMENT  
IS DULY ISSUED  
UNDER THE LAWS  
OF THE  
STATE OF TEXAS

GREGORIO PINA III PH.D  
STE B-9  
1200 SOUTH COL. ROWE  
MCALLEN, TX 78501



30465

August 31, 2017

LICENSE NO.

EXPIRATION DATE

**MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE**

Display this card with your certificate

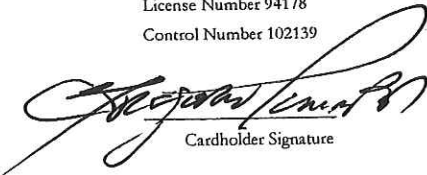


Council on Sex Offender Treatment

certifies that the entity identified below is a

Licensed Sex Offender Treatment Provider  
Gregorio Pina, III, Ph.D.

License Number 94178  
Control Number 102139

  
Cardholder Signature

Expires 9/30/2017



Presiding Officer

Carry this card with you

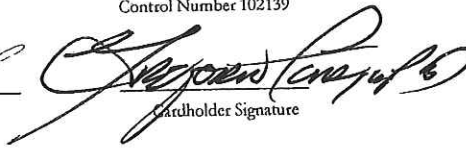


Council on Sex Offender Treatment

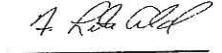
certifies that the entity identified below is a

Licensed Sex Offender Treatment Provider  
Gregorio Pina, III, Ph.D.

License Number 94178  
Control Number 102139

  
Cardholder Signature

Expires 9/30/2017



Presiding Officer

Display this card with your certificate

Carry this card with you



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2017

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 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	9567029002 956-702-9344	CONTACT NAME: RINA R CASAS PHONE (A/C, No, Ext): 9567029002 E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM	FAX (A/C, No): 956-702-9344
INSURED GREGORIO I PINA III 1200 S 2ND ST, SUITE B-9 MCALLEN, TX 78501		INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE COUNTY MUTUAL INSURER B: ESSEX INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29203	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MLPWA	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		02763633-0	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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 <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Liability to others Bodily Injury and Property Damage Liability: \$500,000 Combined Single Limits (CSL)  
 Uninsured/Underinsured Motorist: \$500,000 Combined Single Limits with Uninsured Motorist Property Damage included in CSL  
 Personal Injury Protection; \$10,000  
 Comprehensive and Collision Deductibles at \$499

1997 Nissan Pickup VIN# 1N6SD11SIVC308316

**CERTIFICATE HOLDER**

ADDITIONAL INSURED:  
 HIDALGO COUNTY  
 ATTN: PURCHASING DEPARTMENT  
 2802 S BUSINESS HWY 281  
 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



Trust Risk Management Services, Inc. (TRMS) ■ 1791 Payscale Circle, Chicago, IL 60674 ■ Phone (877) 637-9700 ■ FAX (877) 251-5111

August 29, 2016

Dr. Gregorio Pina  
1200 S Col Rowe Blvd Ste B9  
McAllen, TX 78501 2954

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G22494077

Dear Dr. Gregorio Pina

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

**Enclosed is your Trust Sponsored Professional Liability Insurance Renewal.** In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at [www.trustinsurance.com](http://www.trustinsurance.com) or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

**At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700.** We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, **be sure to access your Online Service Center**, account at [www.trustinsurance.com](http://www.trustinsurance.com). Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at [www.trustinsurance.com](http://www.trustinsurance.com). You may also email us your questions at [info@trustrms.com](mailto:info@trustrms.com).

Sincerely,

A handwritten signature in cursive script that reads 'Jana N. Martin, Ph.D.'.

Jana N. Martin, Ph.D., President  
Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc.

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597. Principal Place of Business - Maryland. Insurance Carrier - Underwritten by ACE American Insurance Company, Philadelphia, PA. ACE USA is the U.S.-based retail operating division of the ACE Group headed by ACE Limited (NYSE:ACE) and rated A+ (Superior) by A.M. Best and AA- (Very Strong) by Standard & Poor's (ratings as of July 22, 2011). Administered by Trust Risk Management Services, Inc.

**OSC User Name: [gregpinaphd@gmail.com](mailto:gregpinaphd@gmail.com)**



ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE August 29, 2016

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>58G22494077</b>		
1.	<b>Named Insured:</b>	<b>Dr. Gregorio Pina III</b>	
	Address:	1200 S Col Rowe Blvd Ste B9	
	City, State & Zip Code:	McAllen, TX 78501 2954	
2.	<b>Policy Period:</b>	From: 09/01/2016	To: 09/01/2017
	12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
	Professional Liability	\$1,000,000 Each Incident	\$954.00
	<b>Wrongful Employment Practices</b>	\$5,000,000 Aggregate \$5,000 Aggregate	
		<b>REIMBURSEMENTS</b>	\$45.00
	Licensing Board Defense	\$50,000 per Proceeding	
	Other Governmental Regulatory Body Defense	\$10,000 per Proceeding	
	Deposition Expense	\$5,000 per Insured	
	Premises Medical Payment	\$2,500 per Person	
	<b>Assault and/or Battery</b>	\$75,000 Aggregate \$1,000 Aggregate	
	Loss of Earnings	\$500 per Day, per Insured	
	Surcharge(s)		
	Total Premium		\$999.00
4.	Retroactive Date	07/17/1987	
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748, PF15217a (05/07), CC-1K11h (03/14), PF15245a, PF15235a, ALL-4Y30f (06/15), ALL18894b, PF15309a, PF18892b, PF17914 (02/05),		
6.	<b>Notice of claim should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 111 Rockville Pike Ste 700 Rockville MD 20850	<b>All other correspondence should be sent to:</b> <b>Trust Risk Management Services, Inc.</b> 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	<b>Trust Risk Management Services, Inc.</b> doing business in TX as Potomac Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	<b>1.877.637.9700</b>



ace group

## Renewal Notice

### IMPORTANT INFORMATION TO ALL POLICYHOLDERS

AS PART OF OUR EFFORT TO REDUCE OUR USE OF PRINTED PAPER, PLEASE BE ADVISED THAT THE ENCLOSED POLICY DOES NOT INCLUDE A COPY OF THE FOLLOWING FORM: PF15217a Psychologist CM Policy (05/07) WE HAVE NOT INCLUDED THIS FORM BECAUSE SUCH FORM WAS PREVIOUSLY PROVIDED TO YOU AND SINCE THAT TIME, THERE HAVE BEEN NO MATERIAL CHANGES TO THE FORM.

IF YOU WOULD LIKE TO OBTAIN COPIES OF THE FORM(S) PLEASE CONTACT US AT:

<p><b>TRUST RISK MANAGEMENT SERVICES, INC.</b> doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674</p> <p>OR</p> <p>1.877.637.9700 1.877.251.5111 info@trustrms.com www.trustinsurance.com</p>
---

## SIGNATURES

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

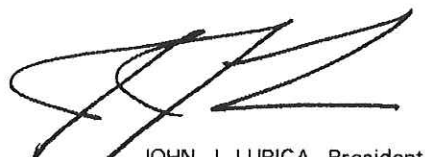
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**BANKERS STANDARD FIRE AND MARINE COMPANY**(A stock company)  
**BANKERS STANDARD INSURANCE COMPANY**(A stock company)  
**ACE AMERICAN INSURANCE COMPANY**(A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**(A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY**(A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY**(A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY**(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Retroactive Date(s)  
Designated Individual(s) or Entity(ies)**

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u>	<u>Retroactive Date(s)</u>
<b>Gregorio Pina</b>	<b>07/17/1987</b>
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:
	Return Premium:

All other terms and conditions of this policy remain unchanged.



Authorized Agent

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Additional Insured**

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
HIDALGO COUNTY	PO Box 970 Edinburg TX 78540

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.



\_\_\_\_\_  
Authorized Agent



**ace group**

## Texas Notice – Information and Complaints

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

**1 (800) 352-4462**

You may also write to the Company at:

ACE USA  
Customer Services  
PO Box 1000  
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1 (800) 252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

**1 (800) 352-4462**

Usted también puede escribir a la Compañía:

ACE USA  
Customer Services  
PO Box 1000  
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1 (800) 252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



ACE Medical Risk  
 Risk Management  
 1133 Avenue of the Americas  
 32<sup>nd</sup> Floor  
 New York, NY 10036

Phone: 212-703-7000  
 Fax: 212-703-7059  
 www.acegroup.com

August 29, 2016

**RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS**  
**Commercial Automobile Liability, General Liability, Professional Liability and/or Medical Professional Liability (Other Than Hospitals)**

Insurers providing any of the above referenced lines of insurance in Texas are required by Texas law and regulations to maintain or provide accident prevention services for their policyholders. We offer an array of accident prevention services in Texas at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include, but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions (including, but not limited to, review of policies and procedures used by policyholders to identify causes and trends of incidents and occurrences); and training aids, materials and programs.

We may recommend one or more of these services based upon hazard, experience and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please mail or fax to the captioned address or fax number. If you decline all of ACE's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,



Diane Doherty, Assistant Vice President

ACE Medical Risk, Risk Management

- I am aware of the loss control services offered and decline them. I have made other arrangements for these services.
- I wish to obtain the following offered accident prevention services.  
\_\_\_\_\_
- I have no risk control services needs now. I reserve the right to request loss control services within the period.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Phone #)

\_\_\_\_\_  
 (Date)

Print Name: \_\_\_\_\_ Policy # \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

*ACE USA Medical Risk is a business division of ACE USA, the U.S.-based retail operating division of the ACE Group of Companies, headed by ACE Limited (NYSE:ACE). ACE USA, through its underwriting companies, provides insurance products and services throughout the U.S.*

*One of the ACE USA underwriting companies has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Amendatory Endorsement - Texas**

It is agreed that with regard to Exclusion H. in the EXCLUSIONS section of the policy, the term "abuse" is defined as follows:

"Abuse" means an act which is committed with the intent to cause harm.

All other terms and conditions of this policy remain unchanged.



\_\_\_\_\_  
Authorized Agent



ACE USA

**Notification To Texas Policyholders (Other Than Hospitals)  
Of Loss Control Services For  
Medical Professional Liability, Professional Liability,  
General Liability and/or Commercial Automobile Liability**

09/01/2016

ACE USA Medical Risk provides medical professional liability, professional liability, general liability and/or commercial automobile liability policyholders (other than hospitals) with loss control services and programs to help them reduce the frequency and severity of losses or injuries in their business. If you would like more information on the specific services and programs that ACE USA Medical Risk can provide, please contact ACE USA Medical Risk, 1133 Avenue of the Americas, 32<sup>nd</sup> Floor, New York, NY 10036 or call ACE USA Medical Risk at 212-703-7000.



**ace usa**

**U.S. Treasury Department's  
Office  
Of Foreign Assets Control  
("OFAC")  
Advisory Notice to  
Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

"Psychological Evaluation Services for Defendants (Competency to Stand Trial)"  
Hidalgo County District Attorney's Office  
RFP NO: 2017-024-02-01-HGO  
RFP EVALUATION FORM

**Exhibit "B"**

**Selection Criteria**

**Points**

**Score**

**1. LICENSED PSYCHOLOGIST(S):**

The "Licensed Psychologist or Licensed Psychiatrist" should provide information related to qualifications and experience. The "Licensed Psychologist or Licensed Psychiatrist" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. UNDERSTANDING THE SERVICES/METHODOLOGY:**

The "Licensed Psychologist or Licensed Psychiatrist" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist or Licensed Psychiatrist" by the "Hidalgo County District Attorney's Office. If the "Psychologist or Psychiatrist" currently has an active practice, the "Psychologist or Psychiatrist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist/Psychiatrist should include any local issues or concerns that directly affect the "Psychologists/Psychiatrists understanding of the project.

20 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. COST:**

Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**

The "Licensed Psychologist or Licensed Psychiatrist" should provide as much background information as to experience in providing similar Psychological Evaluation Services.

30 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total Score**

\_\_\_\_\_

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for Gregorio Pina, III, A.D.  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

- ✓ 1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
- ✓ 2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
- ✓ 3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- n/a 4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# EXHIBIT C

## Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract;

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, GREGORIO PINA, Ph.D. possess all of the APPLICABLE:

1. Licenses: Psychologist's license
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: Training Specific to Competency Evaluations  
And Insanity Defenses

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 and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, 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.

Gregorio Pina, Ph.D.  
Authorized Signature

01/29/2017  
Date

GREGORIO PINA, Ph.D.  
Company

1200 South Col. Rowe Blvd Ste B 9  
Address

McAllen, TX 78501 78501  
City, State, Zip

EXHIBIT "D"

CIQ

Conflict of Interest  
Questionnaire

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

*None*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

*[Signature]*  
Signature of vendor doing business with the governmental entity

*01/29/2017*  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor;

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit "E"

Vendor/Bidder  
Application and W9  
Forms

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539  
or email: purchasing@co.hidalgo.tx.us

Company Name: <u>GREGORIO PINA, III, Ph.D.</u>		Telephone No. ( <u>956</u> ) <u>330-4500</u> (Cell)
dba Name: <u>GREGORIO PINA, III, Ph.D.</u>		
Legal Name: <u>GREGORIO PINA, III</u>		
Mailing Address: <u>1200 S. Col. Rowe-B9</u>		Fax No. ( <u>956</u> ) <u>6877014</u> <u>(956) 381-1161</u>
Physical Address: <u>1200 S. Col. Rowe B-9</u>		
City, State, Zip: <u>McAllen, TX 78501</u>		Tax I.D. No.
Remit to Address:		City, State, Zip
E-Mail Address: <u>gregpinaphd@gmail.com</u>		
Representative(s) Name(s) & Title(s) <u>GREGORIO PINA, III, Ph.D. Psychologist</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application)		
EIN: <u>461873528</u>		Federal Identification No. or (if individual) SS No. <u>458-68-4604</u>
State of Incorporation: <u>N/A</u>		Date: _____ Other: _____
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Psychologist</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>GREGORIO PINA, III, Ph.D.</u>		
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input checked="" type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indicate Certification No.(s): _____		or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?: <u>Psychological Services</u>		
Would you like to be provided with specifications for procurements of such products?:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gregorio Pina</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>1200 S. Col. Rowe Ste B-9</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>MS Allen, TX 78501</b>		
	7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
4	5	8	-	6	8	-	9	6	0	9
or										
Employer identification number										
			-							

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**      Signature of U.S. person ▶ *Gregorio Pina*

Date ▶ *01/29/2017*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity theft may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [irs.gov](http://irs.gov) to learn more about identity theft and how to reduce your risk.


**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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, 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 for cause or default.

Signature:   
Print Name: GREGORIO Pina, III, Ph.D.  
Title: Psychologist  
Telephone Number: (954) 330-4500 (cell)  
Date: 01/29/2017

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

**HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE**  
(Including all funding sources, programs, and entities)  
**REQUEST FOR PROPOSALS**  
**PSYCHOLOGICAL EVALUATION SERVICES FOR DEFENDENTS**  
**(COMPETENCY TO STAND TRIAL)**  
RFP No.: 2017-024-02-01-HGO

**RFP SUBMITTAL CHECK LIST**

All forms listed below must be included in the RFP response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 9 of Legal Notice *Page 9 not found. Provide last page of legal notice*
- Exhibit "B" RFP Evaluation Form
- Exhibit "C" Acknowledgement forms
- Exhibit "D" CIQ Form – Copy of County Clerk File Recording fee receipt
- Exhibit "E" Vendor Bidder Application and IRS form W-9
- Exhibit "F" Certification Regarding Department *DEPARTMENT etc*
- Exhibit "H" Proposer's Affidavit
- SAMS.gov Registration Acknowledgement *Applied for Purchasing Dept AWARE & I AGREE TO PROVIDE AS AP.*
- One (1) Original, Seven (7) Copies of Proposal(s), and Two (2) CDs in PDF Format (see number 2 of Legal Notice)

# Exhibit “C”

## Insurance Requirements

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2017

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 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	9567029002 956-702-9344	CONTACT NAME: RINA R CASAS PHONE (A/C, No, Ext): 9567029002 E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM	FAX (A/C, No): 956-702-9344
INSURED GREGORIO I PINA III 1200 S 2ND ST, SUITE B-9 MCALLEN, TX 78501		INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE COUNTY MUTUAL INSURER B: ESSEX INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29203	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	MLPWA	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	02763633-0	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					OCCUR CLAIMS-MADE \$ \$ \$
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Liability to others Bodily Injury and Property Damage Liability: \$500,000 Combined Single Limits (CSL)

Uninsured/Underinsured Motorist: \$500,000 Combined Single Limits with Uninsured Motorist Property Damage included in CSL

Personal Injury Protection; \$10,000

Comprehensive and Collision Deductibles at \$499

1997 Nissan Pickup VIN# 1N6SD11SIVC308316

## CERTIFICATE HOLDER

ADDITIONAL INSURED:  
HIDALGO COUNTY  
ATTN: PURCHASING DEPARTMENT  
2802 S BUSINESS HWY 281  
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



Trust Risk Management Services, Inc. (TRMS) ■ 1791 Paysphere Circle, Chicago, IL 60674 ■ Phone (877) 637-9700 ■ FAX (877) 251-5111

August 29, 2016

Dr. Gregorio Pina  
1200 S Col Rowe Blvd Ste B9  
McAllen, TX 78501 2954

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G22494077

Dear Dr. Gregorio Pina

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

**Enclosed is your Trust Sponsored Professional Liability Insurance Renewal.** In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at [www.trustinsurance.com](http://www.trustinsurance.com) or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

**At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700.** We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, be sure to access your Online Service Center, account at [www.trustinsurance.com](http://www.trustinsurance.com). Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at [www.trustinsurance.com](http://www.trustinsurance.com). You may also email us your questions at [info@trustrms.com](mailto:info@trustrms.com).

Sincerely,

A handwritten signature in cursive script that reads 'Jana N. Martin, Ph.D.'.

Jana N. Martin, Ph.D., President  
Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc.

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597, Principal Place of Business - Maryland, Insurance Carrier - Underwritten by ACE American Insurance Company, Philadelphia, PA. ACE USA is the U.S.-based retail operating division of the ACE Group headed by ACE Limited (NYSE:ACE) and rated A+ (Superior) by A.M. Best and AA- (Very Strong) by Standard & Poor's (ratings as of July 22, 2011). Administered by Trust Risk Management Services, Inc.

**OSC User Name: [gregpinaphd@gmail.com](mailto:gregpinaphd@gmail.com)**



ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE August 29, 2016

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING  
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>58G22494077</b>		
1.	Named Insured:	Dr. Gregorio Pina III	
	Address:	1200 S Col Rowe Blvd Ste B9	
	City, State & Zip Code:	McAllen, TX 78501 2954	
2.	Policy Period:	From: 09/01/2016	To: 09/01/2017
	12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
	Professional Liability	\$1,000,000 Each Incident	\$954.00
	Wrongful Employment Practices	\$5,000,000 Aggregate \$5,000 Aggregate	
		<b>REIMBURSEMENTS</b>	
	Licensing Board Defense	\$50,000 per Proceeding	\$45.00
	Other Governmental Regulatory Body Defense	\$10,000 per Proceeding	
	Deposition Expense	\$5,000 per Insured	
	Premises Medical Payment	\$2,500 per Person	
	Assault and/or Battery	\$75,000 Aggregate \$1,000 Aggregate	
	Loss of Earnings	\$500 per Day, per Insured \$15,000 Aggregate Per Incident	
	Surcharge(s)		
	Total Premium		\$999.00
4.	Retroactive Date	07/17/1987	
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748, PF15217a (05/07), CC-1K11h (03/14), PF15245a, PF15235a, ALL-4Y30f (06/15), ALL18894b, PF15309a, PF18892b, PF17914 (02/05),		
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850	All other correspondence should be sent to: Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	1.877.637.9700



ace group

## Renewal Notice

### IMPORTANT INFORMATION TO ALL POLICYHOLDERS

AS PART OF OUR EFFORT TO REDUCE OUR USE OF PRINTED PAPER, PLEASE BE ADVISED THAT THE ENCLOSED POLICY DOES NOT INCLUDE A COPY OF THE FOLLOWING FORM: PF15217a Psychologist CM Policy (05/07) WE HAVE NOT INCLUDED THIS FORM BECAUSE SUCH FORM WAS PREVIOUSLY PROVIDED TO YOU AND SINCE THAT TIME, THERE HAVE BEEN NO MATERIAL CHANGES TO THE FORM.

IF YOU WOULD LIKE TO OBTAIN COPIES OF THE FORM(S) PLEASE CONTACT US AT:

**TRUST RISK MANAGEMENT SERVICES, INC.**  
doing business in TX as Potomac Risk Management  
Services, Inc.  
1791 Paysphere Circle  
Chicago, IL 60674

OR

1.877.637.9700  
1.877.251.5111  
info@trustrms.com  
www.trustinsurance.com

## SIGNATURES

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**BANKERS STANDARD FIRE AND MARINE COMPANY**(A stock company)  
**BANKERS STANDARD INSURANCE COMPANY**(A stock company)  
**ACE AMERICAN INSURANCE COMPANY**(A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**(A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA**(A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY**(A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY**(A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY**(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

  
 REBECCA L. COLLINS, Secretary

  
 JOHN J. LUPICA, President



\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Retroactive Date(s)  
Designated Individual(s) or Entity(ies)**

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u>	<u>Retroactive Date(s)</u>
Gregorio Pina	07/17/1987
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:
	Return Premium:

All other terms and conditions of this policy remain unchanged.



Authorized Agent

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Additional Insured**

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
HIDALGO COUNTY	PO Box 970 Edinburg TX 78540

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.




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Authorized Agent



**ACE GROUP**

## Texas Notice – Information and Complaints

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

**1 (800) 352-4462**

You may also write to the Company at:

ACE USA  
Customer Services  
PO Box 1000  
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1 (800) 252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

**1 (800) 352-4462**

Usted también puede escribir a la Compañía:

ACE USA  
Customer Services  
PO Box 1000  
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1 (800) 252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



ACE Medical Risk  
 Risk Management  
 1133 Avenue of the Americas  
 32<sup>nd</sup> Floor  
 New York, NY 10036

Phone: 212-703-7000  
 Fax: 212-703-7059  
 www.acegroup.com

August 29, 2016

**RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS**

**Commercial Automobile Liability, General Liability, Professional Liability and/or Medical Professional Liability (Other Than Hospitals)**

Insurers providing any of the above referenced lines of insurance in Texas are required by Texas law and regulations to maintain or provide accident prevention services for their policyholders. We offer an array of accident prevention services in Texas at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include, but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions (including, but not limited to, review of policies and procedures used by policyholders to identify causes and trends of incidents and occurrences); and training aids, materials and programs.

We may recommend one or more of these services based upon hazard, experience and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please mail or fax to the captioned address or fax number. If you decline all of ACE's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,



Diane Doherty, Assistant Vice President

ACE Medical Risk, Risk Management

I am aware of the loss control services offered and decline them. I have made other arrangements for these services.

I wish to obtain the following offered accident prevention services.

I have no risk control services needs now. I reserve the right to request loss control services within the period.

\_\_\_\_\_  
 (Signature) (Phone #) (Date)

Print Name: \_\_\_\_\_ Policy # \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

*ACE USA Medical Risk is a business division of ACE USA, the U.S.-based retail operating division of the ACE Group of Companies, headed by ACE Limited (NYSE:ACE). ACE USA, through its underwriting companies, provides insurance products and services throughout the U.S.*

One of the ACE USA underwriting companies has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2016 to 09/01/2017	Effective Date 09/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Amendatory Endorsement - Texas**

It is agreed that with regard to Exclusion H. in the EXCLUSIONS section of the policy, the term "abuse" is defined as follows:

"Abuse" means an act which is committed with the intent to cause harm.

All other terms and conditions of this policy remain unchanged.



Authorized Agent



ACE USA

**Notification To Texas Policyholders (Other Than Hospitals)  
Of Loss Control Services For  
Medical Professional Liability, Professional Liability,  
General Liability and/or Commercial Automobile Liability**

09/01/2016

ACE USA Medical Risk provides medical professional liability, professional liability, general liability and/or commercial automobile liability policyholders (other than hospitals) with loss control services and programs to help them reduce the frequency and severity of losses or injuries in their business. If you would like more information on the specific services and programs that ACE USA Medical Risk can provide, please contact ACE USA Medical Risk, 1133 Avenue of the Americas, 32<sup>nd</sup> Floor, New York, NY 10036 or call ACE USA Medical Risk at 212-703-7000.



**ace usa**

**U.S. Treasury Department's  
Office  
Of Foreign Assets Control  
("OFAC")  
Advisory Notice to  
Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.