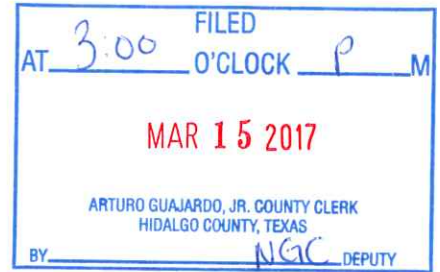


THE STATE OF TEXAS §
COUNTY OF HIDALGO §



CONTRACT FOR SERVICES

C-17-024-03-07

THIS AGREEMENT is made effective the 7th Day of March, 2017, by and between **HIDALGO COUNTY, TEXAS** acting by and through its **CRIMINAL DISTRICT ATTORNEY'S OFFICE**, a political subdivision of the State of Texas (hereinafter "Department") and Gregorio Pina, III, Ph.D, a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a Licensed Psychologist or a Licensed Psychiatrist to provide the services necessary to act as a provider of Professional Psychological Evaluation Services for Defendants (Competency to Stand Trial); the scope of the work/services will encompass all aspects of Psychological Evaluation Services for the Hidalgo County District Attorney's Office as requested for referred Defendants (the "Clients"), and as more specifically set forth hereinafter; and

WHEREAS, Contractor submitted a response to the Department's Request for Proposal to provide services in accordance with the specifications therein, a copy of such specifications and response being attached hereto as Exhibit "A", and incorporated herein for all purposes.

WHEREAS, Contractor has agreed to provide the services hereinafter identified for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and Clients the services required of a Psychologist or a Psychiatrist for the term herein and as stated in the Scope of Services in the attached Exhibit "A", which is attached and made part of this Contract, and which includes but is not limited to:

- 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

Ramon Garcia, Hidalgo County Judge

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____

Ricardo Rodriguez, Jr., Criminal District Attorney

CONTRACTOR: Gregorio Pina, III, PhD

Gregorio Pina, III, PhD

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



Approved By Commissioners Court On: 3/7/17

Approved as to form:

Office of Criminal District Attorney

By: Josephine Ramirez Solis
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17