

E-20-007-01-28
03/05/2020 - 03/04/2021



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 22, 2019

via email:gregpinaphd@gmail.com

Dr. Gregorio Pina, III, Ph.D
1200 South Col. Rowe, Ste. B-9
McAllen TX. 78501

Re: **HB Form 1295 Required/Renewal/Extension Notice**
Extension# E-20-007- Psychological Evaluations Services"

Dear Dr. Pina:

Be advised, that in order to proceed with the County's option to extend/renew for the One (1) year term, under the same rates, terms and conditions with Gregorio Pina III, for the referenced project, the County is required, as of January 1, 2016, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-20-017**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by Commissioners Court on December 03, 2019, the signed "HB Form 1295" and "Extension Notice" must be received in our office completed via email to: tanya.delira@co.hidalgo.tx.us by no later than Wednesday November 27, 2019. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Please acknowledge receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: tanya.delira@co.hidalgo.tx.us by no later than date reflected above.

Please submit your most current Certificate of Insurances.

By:

Dr. Gregorio Pina, III, Ph.D.

Date:

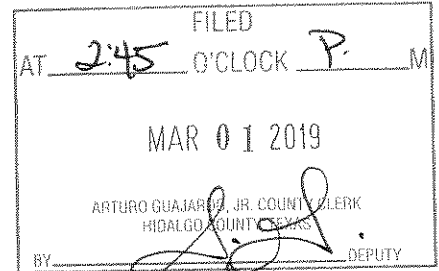
Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl
Enclosures

THE STATE OF TEXAS §
COUNTY OF HIDALGO §



CONTRACT FOR SERVICES

C-19-001-02-26

THIS AGREEMENT is made effective the 26th of February, 2019, by and between the **HIDALGO COUNTY SHERIFF'S OFFICE**, a department of **HIDALGO COUNTY, TEXAS**, 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 person to provide the services necessary to act as a provider of **Psychological Evaluation Services** for Hidalgo County Law Enforcement Agencies (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter 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 its Clients the services required of a Psychologist for the term herein stated. These services, but are not limited to:
 - a. Provide to department the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
 - b. Provide Pre-employment screening for prospective Detention Officers;
 - c. Provide Pre-employment screening for prospective Law Enforcement Officers;
 - d. Provide Pre-employment screening for prospective Communications Officers;
 - e. Provide Screenings after weapon discharge incident;
 - f. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications and/or patrol officers;
 - g. Conduct psychological evaluations of the persons as required by the Department;

Communications Officer Entrance Evaluation	\$ <u>260.00</u> Per Evaluation
Warrant Officer Entrance Evaluation	\$ <u>260.00</u> Per Evaluation
Weapon Discharge Evaluations	\$ <u>260.00</u> Per Evaluation

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 Department, 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 Department, 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.

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 effort.

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 05, 2019 and terminate on March 04, 2020. Hidalgo County reserves the right to extend



the contract for a one (1) year term, 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 part acknowledges that neither had 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

Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY

By: Richard F. Cortez
Richard F. Cortez, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 2/26/19 ms

ATTEST:



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

HIDALGO COUNTY SHERIFF'S OFFICE

By: [Signature]
Hon. J.E. "Eddie" Guerra, Sheriff

Company: Gregorio Pina III, Ph. D.

By: [Signature]

Printed Name: GREGORIO PINA III, Ph. D.

Approved as to form:
Office of District Attorney

By: [Signature]
Victor M. Garza
Assistant District Attorney

Date: 2/27/19