

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

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CONTRACT FOR SERVICES

C-20-553A-05-04

THIS AGREEMENT is made effective the **04 Day of May, 2021** 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.** (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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, County requested responses to notices for Services. A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes ("Procurement Packet"); and

WHEREAS, Contractor submitted a proposal to provide services in accordance with the specifications as bid, a copy of the Contractor's response to the Procurement Packet is attached hereto as **Exhibit "B"**, ("Response") and is incorporated herein for all purposes; and;

WHEREAS, Contractor represents that it is qualified and has agreed to provide the services enumerated hereinafter for the Department.

WHEREAS, in recognition of and in consideration of Contractor's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Contractor.

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

1. County and Contractor hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Contractor shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A", Exhibit "B" and herein. Services shall be performed within Hidalgo County following a request for Services by the Department or its designated agent. Contractor agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. Contractor agrees to provide to Department and its Clients the services required of a Psychologist or a Psychiatrist for the term herein stated. These services include, but are 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;

4. **License.** 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.

5. **Consideration.** 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 and in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. 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.

6. 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.

7. **Termination.** 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.

8. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law, including Professional Liability Insurance if applicable. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Contractor's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Contractor shall cause all subcontractors utilized by Contractor to also comply with these specifications. Contractor shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Contractor shall name the County as an additional insured. Contractor shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Contractor shall make any other insurance documentation available to County upon request.

9. **Indemnification.** Contractor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Contractor under this Contract. Said indemnity shall cover any act or failure to act by the Contractor, its agents or employees.

10. **Assignment.** 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.

11. **Term.** Unless earlier terminated as herein provided, this Contract shall be for a period of one (1) year, commencing on May 09, 2021 and terminate on May 08, 2022. Hidalgo County reserves the right to extend the contract for a 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.

12. **Conflict of Applicable Law.** 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.

13. **Termination for Cause.** 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.

14. **No Waiver.** 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.

15. **Entire Agreement.** 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.

16. **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 County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Contractor. County 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 County. *Agreements for the acquisition, including the lease of real or personal property under Tex.Loc.Govt.Code §271.903:* In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Contractor. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

17. **Applicable Law.** 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.

18. **Notice.** 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 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 Piña
1200 S. Col. Rowe, Suite B-9
McAllen, Texas 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.

19. **Additional Documents.** 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.

20. **Successors.** 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.

21. **Gender and Number.** 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

22. **Authority to Execute.** 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.

23. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

24. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

25. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the

applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

SIGNATURE PAGE TO FOLLOW

EXECUTED and EFFECTIVE as of the day and year first written above.

DEPARTMENT:

COUNTY OF HIDALGO

By: _____
Richard F. Cortez, Hidalgo County Judge

**HIDALGO COUNTY OFFICE OF THE CRIMINAL
DISTRICT ATTORNEY**

By: _____
Hon. Ricardo Rodriguez, Jr., , Criminal District Attorney

Provider: _____

By: _____

Printed Name: Gregorio Piña, III, PH.D.

ATTEST:

Arturo Guajardo., Jr. County Clerk

Approved by Commissioner's Court on: _____

Approved as to form:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney