

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-13-190-09-03

THIS AGREEMENT is made effective the 3rd of September, 2013, 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 Piña III, PhD** 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 professional medical and/or psychological counseling services for Hidalgo County Sheriff’s Office (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;

- h. 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;
- i. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications and/or detention officers;
- j. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
- k. A thorough knowledge of the behaviors and characteristics for success as a detention, communications and/or law enforcement officer. Must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
- l. The ability to relate effectively with County's designee. Contractor should function as a team member who works closely with Sheriff's Office in the screening process;
- m. Serving on call on a daily basis, except when out of town;
- n. Contractor represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
- o. Comply with the Texas Administrative Code Chapter 214 Rule 217.1;
- p. Comply with State Law & Commission Rules, as changes are adopted and passed by governing laws, affecting the addition and/or creation of personnel regarding professional psychosocial services;
- q. Debrief incident of an officer after a catastrophic event for evaluation of psychological and emotional health on as needed basis.
- r. Certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist 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 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 Sheriff's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (711 El Cibolo Rd, Edinburg, Texas 78541). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	\$ <u>185.00</u> per Evaluation
Peace Officer Entrance Evaluations	\$ <u>185.00</u> per Evaluation

Critical Incidents Evaluations (example – “weapons discharge”) \$ -0- 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 September 03, 2013 and terminate on September 02, 2014. 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 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 Sheriff's Office
Attention: Sheriff Guadalupe "Lupe" Treviño
711 El Cibolo Rd
Edinburg, Texas 78541

If to Contractor: Dr. Gregorio Piña III
1200 S 2nd, Suite B9
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.

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.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY

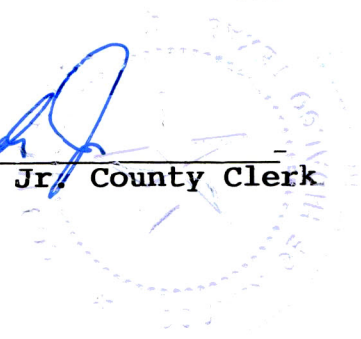
By: Ramon Garcia

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court
on 9/3/13 RD

ATTEST:

By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk



CONTRACTOR:

By: Gregorio Piña III
Gregorio Piña III, PhD

Approved as to form:

Office of Criminal District Attorney Rene Guerra
100 N. Clossner, Room 303
Edinburg, Texas 78539

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

CC Approval
Date: 090313

GREGORIO PINA, III, Ph.D.
CLINICAL AND CLINICAL FORENSIC PSYCHOLOGY

1200 SOUTH 2ND, SUITE B-9

McALLEN, TEXAS 78501

FAX: (956) 687-7014

(956) 330-4500

McALLEN: (956) 687-7004

LAREDO: (956) 727-8030

VITA

LICENSE: Texas State Board of Examiners of Psychologists # 2- 2180

Health Service Provider in Psychology

Specialist in School Psychology: Texas License: 30465

Sex Offender Treatment Provider: Texas Council on Sex

Offender Treatment: Texas License 94178

DIPLOMATES: Police Psychology #007 Society for Police and Criminal Psychology

Forensic Psychology: The American College of Forensic Examiners

Sexual Abuse: The American College of Forensic Examiners

Psychology: The American College of Forensic Examiners

Life Fellow: American Academy of Forensic Examiners

LICENSE: Texas Peace Officer (Reserve: Investigator, Webb County Sheriff)

FAA Private Pilot License: Airplane: Single & Multi-engine (Land) Rated

EDUCATION

Metropolitan State Hospital
Through University of California,
Irvine Campus
Norwalk, California

1978-79 Post Doctoral Internship in
Neuropsychology

The American University
4400 Massachusetts Ave. NW
Washington, D.C. 20016-8029

1975-1978 Ph.D. in Psychology
Counseling

University of Texas Health Science
Center, Division of Psychology
7703 Floyd Curl Drive
San Antonio, Texas 78284

1975-1976 Residency in Clinical
Psychology

And

The Audie L. Murphy Memorial VA
San Antonio, Texas 78284

Our Lady of the Lake University
411 SW 42nd
San Antonio, Texas 78207

1970-71 M. Ed. In Psychology & Counseling

St. Mary's University
2600 Cincinnati Ave.
San Antonio, Texas

1966-1968 BA Sociology

EXPERIENCE

September 1981 to Present

Private Practice

Provide in-depth personality, intellectual, evaluations for medical, legal and psychotherapy purposes. Specializing in the fields of trauma, police, and criminal psychology. Hypnosis for healing and investigation. Psychotherapy. Treatment. Provide psychological evaluation and consultation to Catholic and Protestant Dioceses.

Trauma Psychology: Diagnosis and treatment of victims (children and adults) of catastrophic events, victims of violent crime and/or sex crimes and significant accidents for physicians, courts, state agencies and attorneys. Over 7,600 evaluations of victims of sex crimes as of December 31, 2011. Consultant 18 years to family violence program and 33 years to state child protective services and twelve years to a Children's Advocacy Center. Depositions, court appearances. Psychological evaluations for ProBar (American Bar Association and Texas Bar Association Pro Bono Project) for children seeking asylum to USA Video taped forensic clinical interviews of child victims or child witnesses of crimes.

Police Psychology: Diplomate in Police Psychology. Consult to over 45 law enforcement agencies. Licensed Peace Officer. Entrance psychological evaluations, debriefing after critical incidents (e.g: post shooting); fitness for duty evaluations and stress disorders. Consultation and training in sex crimes, violence and bizarre crimes. Psychological autopsies. Lecturer at police academies. Consultant to fire departments (E.M.S., arson, etc.). Profiling on: sex crimes, bizarre crimes, violent and/or ritual crimes.

Criminal Psychology: Criminal trial competency evaluations. Insanity defense and diminished capacity issues. Competency for wills, ability to waive rights and testify. Death sentence evaluations. Consultant to four county adult probation departments, juvenile probation departments and previously adult parole on sex offenders (evaluation and treatment) for the past twenty eight years. Evaluation and treatment for dangerousness, violence and psychopathy in adults and juveniles. Mens rea issues.

Provided **Oral Examinations** for the Texas State Board of Examiners of Psychologists for entrance level licensing.

April 1980 to
September 1981

Operation Outreach (VA Vet Center) Team Leader & Clinical Psychologist

Developed, implemented, administered a counseling center aimed at treating stress syndromes in Viet Nam Veterans and other veterans of wars. Provided psychodiagnostic evaluations and in-service training. Clinical services rendered by myself and five psychotherapists, whom I supervised, included individual, group, family, and couples therapy. Services rendered in Laredo and the Rio Grand Valley. Provided local, regional, and national consultation on the treatment of stress syndromes, severe mental disorders, and psychosomatic disorders in Hispanic minorities.

November 1979 to
April 1980

Los Angeles County Department of Mental Health Community Mental Health Psychologist

As primary psychologist for the Adult Outpatient Departments of a large community mental health clinic in Los Angeles, California, I provided individual, group, family and crises psychotherapy and preventive mental health programs to the local community. Area of emphasis was in psychosomatic, cross cultural, and trauma psychology. Supervised other therapists and interns. Provided psychodiagnostic evaluations and consultation in-house, to private in-patient units, schools systems, and the Los Angeles County Police.

April 1978 to
November 1979

**Metropolitan State Hospital Staff
Psychologist**

Metropolitan State Hospital is a large psychiatric in-patient facility in Los Angeles County, California. I was hired to upgrade and stabilize a floundering 48 bed chronic unit. Responsibilities as Team Leader for the overall planning, direction, administration and evaluation of all treatment programs on this unit for chronically and severely ill patients. As this unit upgraded and stabilized, I provided hospital-wide (600 beds) consultations and training in areas of demonstrated expertise: cross cultural psychopathology, in-depth personality and neuropsychological investigations, differential diagnosis and the training of Masters and Doctoral level psychologists.

In time I was transferred to restructure a special acute (direct admissions and treatment) ward. Again as hospital requirements were met, I restructured my responsibilities to the planning and administration of all treatment programs. I provided 32 to 38 admissions, treatment plans and legal certifications on a weekly basis with the aid of four psychiatrists and five psychiatric social workers. Continued to provide hospital wide consultations and training in areas of expertise. Consultation to Los Angeles Police on handling drug induced psychosis (especially PCP), paranoid schizophrenia and potentially assaultive patients.

I conscientiously provided short and long term psychotherapy on an individual, group and family basis to selected patients with severe psychopathology.

Participated in a year- long neuropsychological training internship. Four hours of classroom experience plus direct patient contact for assessment, diagnosis and treatment planning for neuropsychologically impaired patients on weekly basis for a year.

September 1975 to
September 1976

**UT Health Science Center at San
Antonio & Audie Murphy Memorial
VA Hospital Resident in Clinical
Psychology**

This American Psychological Association approved residency in clinical psychology was divided into adult (6 months) and Child and family (6 months) rotations. I provided, with supervision, the following in each rotation: Short and long term individual, group, and family psychotherapy; psychodiagnostic evaluations, and the supervision of other student medical professionals. The adult rotations were at two out-patient clinics in county hospitals and a state hospital. The child and family rotation were at a community mental

health clinic using a team approach, and at a children's psychiatric hospital where I functioned as Treatment Manager for a cottage of 8 children. Electives during this residency included: Consultation to the San Antonio Police Department, in depth psychosomatic hospital consultations, school psychology, and a year's special elective to a rural Hispanic mental health clinic. Wide array of psychopathology with in-depth consultation and supervision.

September 1974 to
August 1975

**American University Counseling
Center Chestnut Lodge (Rockville,
Maryland) St. Elizabeth Hospital
(Washington, D.C.) Clinical
Externship**

This externship at three placement sites emphasized ego psychoanalytic treatment approaches. Experience was supervised in short and long term individual psychotherapy, group psychotherapy, intake interviews, assessment of dangerousness and differential diagnosis. Patients ranged in diagnosis from situational stress reactions to chronic psychosis. Psychological testing for the spectrum of psychological disorders.

AWARDS:

1998 Teams Excellence Award for Mental Health. Texas Children Advocacy Centers Inc.
1996, 1998 and 2003: Webb County Sheriff's Department Recognitions.
Twenty Year Service Plaque from Laredo Police Department, 2003 Award.
Et Alios.

Research: An investigation into the effects of language and acculturation in the assessment of psychopathology of Chicano neurotic males using TAT. Unpublished Dissertation, Washington, D.C., The American University, 1978.

Publication: Diagnosis and treatment of Post-Traumatic Stress Disorder in Hispanic Viet Nam Veterans in the Trauma of War: Stress and Recovery in Viet Nam Veterans. Edited by Sonnenburg, S; Blank, A; & Talbot, J.A. Washington, D.C., American Psychiatric Press, Inc., 1985.

PAPERS AND CONFERENCE PRESENTATIONS:

The Role of the Police Psychologist in Sex Crimes. Annual Conference of the Society for Police and Criminal Psychologist, Albuquerque, New Mexico, 1990.

Detecting deception in Sex Offenders, Victims, and Alleged Victims of Sex Crimes. Annual Conference of the Society for Police and Criminal Psychology, New Orleans, Louisiana, 1993.

A Behavioral Perspective on Pedophiles. Rio Grande Valley Council on Sex Offenders. October 15, 2002 Weslaco, Texas.

Psychopathy and Sex Offenders. Rio Grande Valley Council On Sex Offenders. March 18, 2003. Weslaco, Texas.

Special Topics—Sex Offenders and Alleged Victims. Annual Conference; Rio Grande Valley Council On Sex Offenders, Training Seminar July 18-19, 2003

Child on Child Violent and Sex Crimes. Advocacy Training—Attorneys Representing Children In CPS Cases. October 3, 2003. McAllen, Texas.

Forensic Evaluations and Treatment of Child Victims. 32nd Annual Conference Society for Police and Criminal Psychology. October 8, 2003. Corpus Christi, Texas.

Psychopathy Evaluation Issues in Clinical Forensic Psychology. 32nd Annual Conference. Society for Police and Criminal Psychology. October 9, 2003.

Perfect Victims: Child Sexual Abuse—Special Psychological Approaches. Texas Psychological Association Annual Conference. October 11, 2003. Dallas, Texas.

The Nuts and Bolts of Psychological Evaluations of Alleged Victims of Child Sexual Abuse: The University of Texas Pan American Conference on Child Abuse, April 2008

The Nuts and Bolts of Psychological Treatment of Child Sexual Abuse: The University of Texas Pan American, April 2008

Et Alios.

Memberships:

- The American Psychological Association
- American Professional Society on the Abuse of Children
- The Rio Grande Valley Psychological Association: Prior President—Life Member
- City of Edinburg: Past Commissioner for Police Civil Service
- The Society for Police and Criminal Psychology: Diplomate Status
- Member International Comanche Society: (Aviation) Member,
- Children's Advocacy Center of Webb County: Founding Board
- Catholic Diocese of Brownsville: Grievance Committee; Et Alios.
- American Red Cross—Rio Grande Chapter; Disaster Services—Volunteer
- The American College of Forensic Examiners
- The American Academy of Forensic Examiners—Life Fellow.

References upon request

GREGORIO PINA, III, Ph.D.
CLINICAL PSYCHOLOGY
SPECIALIZING IN THE FIELDS OF TRAUMA,
POLICE AND CRIMINAL PSYCHOLOGY
1200 SOUTH 2ND, SUITE B-9
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004

FAX: (956) 687-7014
CELL: (956) 330-4500

LAREDO: (956) 727-8030

July 5, 2013

Sheriff Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
911 Cibolo Road
Edinburg, Texas 78541

Re: Procedure for Psychological Services
QUOTE: Fees for Psychological Services

*Hand
08/01/13
gr*

Dear Sheriff Trevino:

Thank you for your inquiry into my procedures, including psychological tests used, in my professional services. Your request also included information as to fees for psychological evaluation services for detention officers and peace officers. As you are aware, I am conducting two evaluations when you refer an applicant, one as detention officer and the other for peace officer.

The licensing agency is the Texas Commission On Law Enforcement Standards and Education (TCLOSE). The TCLOSE Commission Rules 215.15 (d) (2); 217.1 (a) (12); 217.7 (f) (2); 221.35.35L-3 states the applicant is in satisfactory psychological and emotional health to perform the duties, accepts the responsibilities and meets the qualifications established by the appointing agency.

Entrance Police Academy Examinations and law enforcement are considered a specialty in licensed psychologists. I have been trained and have kept up my training experiences in the area of high risk occupations (law enforcement, first responders, fire fighters) to which I provide psychological services to since 1975. These services include entrance evaluations into law enforcement which include the following:

- A psychological examination (the state licensing agency requires the Minnesota Multiphasic Personality Inventory -2 (MMPI-2) which measures ninety-nine personality variables. This psychological test also compares the applicant to other police academy applicants and law enforcement applicants who have been successful or not been successful in police academy training and law enforcement

entrance work. This test looks for problems in personality functioning in reference to law enforcement and other high risk occupations.

- A personality test that seeks to measure positive characteristics in the applicant is also used. I have found that the Millon Index of Personality Styles-Revised (MIPS-R) to be sensitive, valid and reliable to our geographical area of law enforcement. Should other psychological tests be indicated, then they are provided. By way of example, if I have seen an applicant within a short period of time for another agency, then the above psychological tests are not appropriate due to scientific procedures. Therefore a professional opinion is made as to which psychological test is appropriate: such as the
 - Millon Clinical Multi-axial Inventory III (MCMI-III) in place of the MMPI-2 and
 - 16PF in place of the MIPS-R.

In this situation, the prior psychological measures are also analyzed so that the requirements of the Hidalgo County Sheriff's Department are met.

- A face-to-face interview that addresses areas that are specific to the HCSO and law enforcement is also used. Motivation into law enforcement (length of motivation; helping people and society, altruism, enforcing laws, career aspirations, security reasons, financial security, etc) are probed into. Also evaluated are histories of responsibility, ability to learn, ability to accept constructive criticism and self-correct. Ideals into who the applicant aspires to be; self knowledge as to strengths and weaknesses; dependability; initiative; integrity; and psychological vulnerabilities that might affect the applicant's ability to meet the requirements and accept the duties and responsibilities of the HCSO and/or law enforcement officer are explored. Histories of psychological strengths, weaknesses and problems with maintaining the standards of the Department and society are addressed in the face to face interview. Use of alcohol and drugs is explored. The risks that have to be taken in the work of the HCSO and law enforcement are examined along with the potentials and liabilities of the applicant. Problematic relationships that could affect the performance of the applicant are also addressed. Included in the psychological are any problems the background investigation revealed along with issues of self-esteem, decision-making abilities, and family relationships as they affect the responsibilities of a HCSO detention officer or peace officer with your department. The face to face interview also includes three scenarios which I pick from the scenarios I have been using for over thirty years. Other areas of personality are explored as they arise when appropriate.
- The applicant also fills out forms to ensure attention to detail abilities, and which validates and cross checks responses in other areas (interview and paper and pencil psychological tests.) It is insured the applicant for detention officer and/or peace officer read and understand the English language and can communicate to the standards of the position HCSO performs in.

Your next question was the issue of fees for my services. My standard rate for entrance evaluations is one hundred and ninety five dollars. However, my fee for HCSO entrance evaluations as detention officer and peace officer is a hundred and eighty-five dollars. I

have been asked by HCSO for fees for 911/Communications Officers and I quoted HCSO a price of one hundred and sixty five dollars. (My fee for other departments is higher for other positions such as 911, communications, Community Service Officer, Animal Control Specialist, etc.).

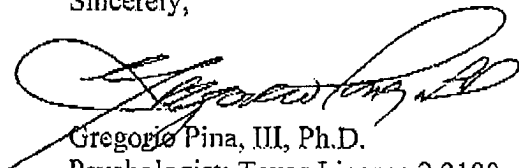
You should expect written L-3 results within twenty-four hours. I attempt to get results back to the HCSO on the same date. However, some applicants may not complete their psychological tests until the end of the day. In this case, my expectations are that you receive the written results the next morning, unless some unusual circumstance arise that is out of our control.

Should you elect to use my services, I remind you that I do not provide a charge for debriefing after critical incidents. I also do not charge for initial sessions (like up to three sessions) for problems HCSO personnel may experience in life (separations, divorce, family problems, alcohol involvement, and so on). I do not charge for other employee related problems during their employment (unprofessional conduct, anxiety reactions, etc.).

I have also insured Hidalgo County for my services for Adult Probation and the work I perform for the courts for competency and/or incompetency to stand trial, insanity at the time of the offense, and risk assessments for special situations. HCSO has been covered by my insurance. Please note that my insurance ends at the end of August and I will provide you with the coverage when I receive it from my insurance. The insurance is for an aggregate of five million dollars or as I understand three million per occurrence.

I wish to again thank you for your kind inquiry. Please do not hesitate to contact me if further information is indicated.

Sincerely,



Gregorio Pina, III, Ph.D.

Psychologist: Texas License 2 2180

Texas Peace Officer: Master's Certification TCLOSE

Affidavit of Sole Proprietor

Date: September 06, 2013

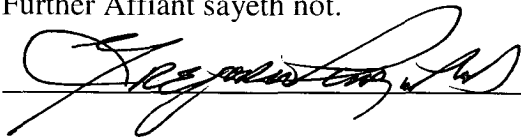
Affiant: Dr. Gregorio Piña III

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Gregorio Pina III states he is a sole proprietor doing business as Gregorio Piña III with Hidalgo County under Contract # C-13-282-09-03 dated September 03, 2013. Affiant will provide services for Hidalgo County Sheriff's Office which will be approved upon receipt by the Hidalgo County Purchasing Department.

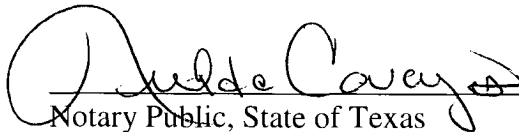
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the contract.

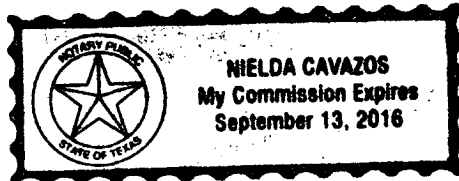
Further Affiant sayeth not.



Printed Name of Affiant: GREGORIO PINA, III, Ph.D

SWORN AND SUBSCRIBED TO under oath before me on Sept 06, 2013


Notary Public, State of Texas





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/28/2013

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 Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc. PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC # 22687 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gregorio Pina III 1200 S Col Rowe Blvd Ste B9 McAllen, TX 78501 2954	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS & COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory InNH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 07/17/1987	Y		58G22494077	09/01/2013	09/01/2014	Each incident \$1,000,000 Annual aggregate \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY PO Box 970 Edinburg, TX, 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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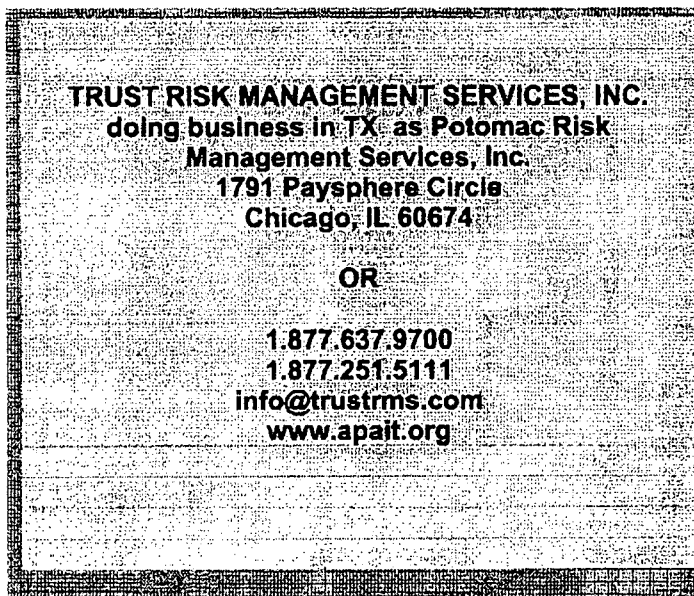
ace group

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:



SIGNATURES

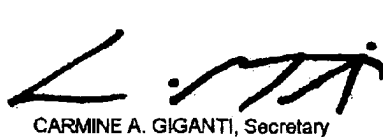
Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2013 to 09/01/2014	Effective Date 09/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

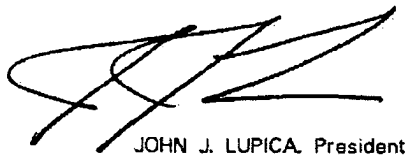
By signing and delivering the policy to you, we state that it is a valid contract.

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)

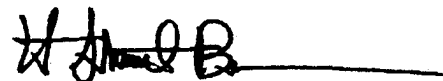
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



CARMINE A. GIGANTI, Secretary



JOHN J. LUPICA, President



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

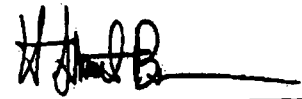
Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2013 to 09/01/2014	Effective Date 09/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

**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 III	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 09/01/2013 to 09/01/2014	Effective Date 09/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

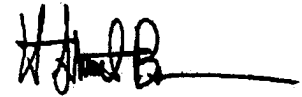
Additional Insured

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**:

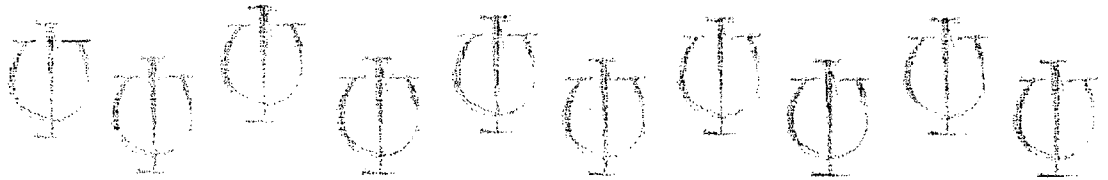
Additional Insured	Address
WEBB COUNTY CHILDRENS ADVOCACY C	111 N Merida Laredo TX 78043
WEBB COUNTY SUPERVISIONS & CORRE	1110 Victoria St Laredo TX 78040
Catholic Diocese of Brownsville	1910 E Elizabeth Brownsville TX
HIDALGO COUNTY	PO Box 970 Edinburg TX 78540

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



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

August 28, 2013

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

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

Dear Dr. Gregorio Pina III:

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.apait.org 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.apait.org. 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-Thursday 8:00am-6:00pm (cst) & Friday 8:00am-5:00pm (cst) or visit our website at www.apait.org. You may also email us your questions at info@trustrms.com.

Sincerely,

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 #0D95638, 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



ace group

Information and Complaints

This information is being provided to you pursuant to the requirements of Title 28, Part 1, Chapter 1, Subchapter E. 1.601 of the Texas Administrative Code relating to our Toll Free information and complaint number.

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) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: 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 informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la Compania para informacion o para someter una queja al:

1 (800) 352-4462

Usted tambien puede escribir a la Compania:

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1 (800) 252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento de Seguros en Texas

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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

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

August 28, 2013

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.

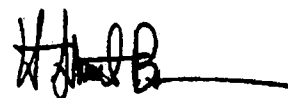
Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2013 to 09/01/2014	Effective Date 09/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

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**

09/01/2013

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, 32nd 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.

TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

ANNUAL RENEWAL PERMIT

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

Licensed Psychologist with HSP
GREGORIO PINA IH PH.D
STE B-9
1200 SOUTH 2ND
MCALLEN, TX 78501



22180

August 31, 2014

LICENSE NO.

EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

<<Prev Rule

Texas Administrative Code

Next Rule>>

TITLE 37**PUBLIC SAFETY AND CORRECTIONS****PART 7****TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER
STANDARDS AND EDUCATION****CHAPTER 217****LICENSING REQUIREMENTS****RULE §217.1****Minimum Standards for Initial Licensure**

(a) The commission shall issue a license to an applicant who meets the following standards:

(1) age requirement:

(A) for peace officers and public security officers, is 21 years of age; or 18 years of age if the applicant has received:

(i) an associate's degree; or 60 semester hours of credit from an accredited college or university; or

(ii) has received an honorable discharge from the armed forces of the United States after at least two years of active service;

(B) for jailers is 18 years of age;

(2) minimum educational requirements:

(A) has passed a general educational development (GED) test indicating high school graduation level; or

(B) holds a high school diploma;

(3) is fingerprinted and is subjected to a search of local, state and U.S. national records and fingerprint files to disclose any criminal record;

(4) community supervision history:

(A) has not ever been on court-ordered community supervision or probation for any criminal offense above the grade of Class B misdemeanor or a Class B misdemeanor within the last ten years from the date of the court order; but

(B) the commission may approve the application of a person who received probation or court-ordered community supervision for a Class B misdemeanor at least five (5) years prior to application if an agency administrator sufficiently demonstrates in writing with supporting documentation that mitigating circumstances exist with the case and with the individual applying for licensure, and that the public interest would be served by reducing the waiting period;

(5) is not currently charged with any criminal offense for which conviction would be a bar to licensure;

(6) conviction history:

(A) has not ever been convicted of an offense above the grade of a Class B misdemeanor or a Class B misdemeanor within the last ten years; but

(B) the commission may approve the application of a person who was convicted for a Class B misdemeanor at least five (5) years prior to application if an agency administrator sufficiently demonstrates in writing with supporting documentation that mitigating circumstances exist with the case and with the individual applying for licensure, and that the public interest would be served by reducing the waiting period;

(7) has never been convicted of any family violence offense;

(8) is not prohibited by state or federal law from operating a motor vehicle;

(9) is not prohibited by state or federal law from possessing firearms or ammunition;

(10) has been subjected to a background investigation and has been interviewed prior to appointment by representatives of the appointing authority;

(11) examined by a physician, selected by the appointing or employing agency, who is licensed by the Texas Medical Board. The physician must be familiar with the duties appropriate to the type of license sought and appointment to be made. The appointee must be declared by that professional, on a form prescribed by the commission, within 180 days before the date of appointment by the agency to be:

(A) physically sound and free from any defect which may adversely affect the performance of duty appropriate to the type of license sought;

(B) show no trace of drug dependency or illegal drug use after a blood test or other medical test; and

(C) for the purpose of meeting the requirements for initial licensure, an individual's satisfactory medical exam that is conducted as a requirement of a basic licensing course may remain valid for 180 days from the individual's date of graduation from that academy, if accepted by the appointing agency;

(12) examined by a psychologist, selected by the appointing, employing agency, or the academy, who is licensed by the Texas State Board of Examiners of Psychologists. This examination may also be conducted by a psychiatrist licensed by the Texas Medical Board. The psychologist or psychiatrist must be familiar with the duties appropriate to the type of license sought. The individual must be declared by that professional, on a form prescribed by the commission, to be in satisfactory psychological and emotional health to serve as the type of officer for which the license is sought. The examination must be conducted pursuant to professionally recognized standards and methods. The examination process must consist of a review of a job description for the position sought; review of any personal history statements; review of any background documents; at least two instruments, one which measures personality traits and one which measures psychopathology; and a face to face interview conducted after the instruments have been scored;

(A) the commission may allow for exceptional circumstances where a licensed physician performs the evaluation of psychological and emotional health. This requires the appointing agency to request in writing and receive approval from the commission, prior to the evaluation being completed; or

(B) the examination may be conducted by qualified persons identified by Texas Occupations Code §501.004. This requires the appointing agency to request in writing and receive approval from the

commission, prior to the evaluation being completed; and

(C) for the purpose of meeting the requirements for initial licensure, an individual's satisfactory psychological exam that is conducted as a requirement of a basic licensing course may remain valid for 180 days from the individual's date of graduation from that academy, if accepted by the appointing agency;

(13) has not had a dishonorable or bad conduct discharge;

(14) has not had a commission license denied by final order or revoked;

(15) is not currently on suspension, or does not have a surrender of license currently in effect;

(16) meets the minimum training standards and passes the commission licensing examination for each license sought;

(17) has not violated any commission rule or provision of the Texas Occupations Code Chapter 1701; and

(18) is a U.S. citizen.

(b) For the purposes of this section, the commission will construe any court-ordered community supervision, probation or conviction for a criminal offense to be its closest equivalent under the Texas Penal Code classification of offenses if the offense arose from:

(1) another penal provision of Texas law; or

(2) a penal provision of any other state, federal, military or foreign jurisdiction.

(c) A classification of an offense as a felony at the time of conviction will never be changed because Texas law has changed or because the offense would not be a felony under current Texas laws.

(d) In evaluating whether mitigating circumstances exist, the commission will consider the following factors:

(1) the applicant's history of compliance with the terms of community supervision;

(2) the applicant's continuing rehabilitative efforts not required by the terms of community supervision;

(3) the applicant's employment record;

(4) whether the disposition offense contains an element of actual or threatened bodily injury or coercion against another person under the Texas Penal Code or the law of the jurisdiction where the offense occurred;

(5) the required mental state of the disposition offense;

(6) whether the conduct resulting in the arrest resulted in the loss of or damage to property or bodily

injury;

(7) the type and amount of restitution made by the applicant;

(8) the applicant's prior community service;

(9) the applicant's present value to the community;

(10) the applicant's post-arrest accomplishments;

(11) the applicant's age at the time of arrest; and

(12) the applicant's prior military history.

(e) A person must meet the training and examination requirements:

(1) training for the peace officer license consists of:

(A) the current basic peace officer course(s);

(B) a commission recognized, POST developed, basic law enforcement training course, to include:

(i) out of state licensure or certification; and

(ii) submission of the current eligibility application and fee; or

(C) a commission approved academic alternative program, taken through a licensed academic alternative provider and at least an associate's degree.

(2) training for the jailer license consists of the current basic county corrections course(s) or training recognized under Texas Occupations Code §1701.310;

(3) training for the public security officer license consists of the current basic peace officer course(s); and

(4) passing any examination required for the license sought while the exam approval remains valid.

(f) The commission shall issue a license to any person who is otherwise qualified for that license, even if that person is not subject to the licensing law or rules by virtue of election or appointment to office under the Texas Constitution.

(g) A sheriff who first took office on or after January 1, 1994, must meet the licensing requirements of Texas Occupations Code §1701.302.

(h) A constable taking office after August 30, 1999, must meet the licensing requirements of Texas Local Government Code §86.0021.

(i) The commission may issue a provisional license, consistent with Texas Occupations Code §1701.311, to an agency for a person to be appointed by that agency. An agency must submit all

required applications currently prescribed by the commission and all required fees before the individual is appointed. Upon the approval of the application, the commission will issue a provisional license. A provisional license is issued in the name of the applicant; however, it is issued to and shall remain in the possession of the agency. Such a license may neither be transferred by the applicant to another agency, nor transferred by the agency to another applicant. A provisional license may not be reissued and expires:

(1) 12 months from the original appointment date;

(2) on leaving the appointing agency; or

(3) on failure to comply with the terms stipulated in the provisional license approval.

(j) The commission may issue a temporary jailer license, consistent with Texas Occupations Code §1701.310. An agency must submit all required applications currently prescribed by the commission and all required fees before the individual is appointed. Upon the approval of the application, the commission will issue a temporary jailer license. A temporary jailer license expires:

(1) 12 months from the original appointment date; or

(2) on completion of training and passing of the jailer licensing examination.

(k) A person who fails to comply with the standards set forth in this section shall not accept the issuance of a license and shall not accept any appointment. If an application for licensure is found to be false or untrue, it is subject to cancellation or recall.

(l) The effective date of this section is July 12, 2012.

Source Note: The provisions of this §217.1 adopted to be effective January 1, 2012, 36 TexReg 8986; amended to be effective July 12, 2012, 37 TexReg 4602

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