

AGREEMENT FOR MEDICAL EXAMINER SERVICES

This Agreement I entered into by Burnet County, a governmental entity in the State of Texas and Dr. Satish Chundru, Board Certified Forensic Pathologist.

As a part of its governmental functions, Burnet County has the need to Order autopsy and pathology exams via its four Justice of Peace Prescient Judges.

DEFINITIONS

"Autopsy" The postmortem examination of the body of a person in order to determine the cause of death, or to determine the nature of any pathological changes that may have contributed to a death, or to determine the identify the deceased person. An autopsy includes, at the discretion of the doctor performing the examination, the examination of the internal organs and structures after dissection; the external examination of the body only; the taking or removal of body organs, tissues, and body fluids for the purpose of examination; the taking of photographs, x-rays and performance of toxicological analysis.

"Justice of the Peace" A person who lawfully holds the office of Justice of the Peace within Burnet County, Texas.

"Medical Examiner" Dr. Satish Chundru and/or any other properly accredited medical pathologist working for the offices of Dr. Satish Chundru.

"Medical Examiner Testimony" Providing expert testimony by Dr. Satish Chundru and/or any other properly accredited medical pathologist working for Dr. Satish Chundru. Included into this term is the time required to consult with prosecutors, travel to and from the Courthouse, and time spent at the Courthouse awaiting opportunity to testify.

TERM OF AGREEMENT

This agreement shall commence on the date which the last party signs and will terminate on the last day of September 2021. Thereafter, this agreement may automatically renew on the 1st day of October for an additional term of one year unless terminated by either party as described below.

BURNET COUNTY OBLIGATIONS

A Justice of the Peace has the legal authority to request an autopsy of a body by a medical examiner. Such request shall be made via written order. Upon request by the medical examiner, the Justice of the Peace requesting the autopsy shall make effort to send all investigative reports and photos to the medical examiner. If requested by the medical examiner, the Justice of the Peace shall make reasonable efforts to provide the decedent's medical history, including medical records if such exist, along with a list of the decedent's medications via fax or email to the medical examiner. Where the identity of the body is at issue, the Justice of the Peace shall make effort to obtain relevant dental or other potentially identifying records to send to the medical examiner.

If a Justice of the Peace requests the Medical Examiner perform an autopsy, Burnet County agrees that it shall pay the medical examiner \$2,900.00 per autopsy performed by the medical examiner that includes dissection and examination of internal organs, and N/A per body requiring only an external examination. This rate includes any additional testing that the medical examiner deems necessary. Further, if notified upfront by the medical examiner and agreed upon by the Justice of the Peace, extensive testing above a normal autopsy may occur and billed at a rate agreed upon by the medical examiner, the Justice of the Peace, and the Burnet County Auditor's Office.

Upon need for medical examiner testimony, Burnet County agrees to pay medical examiner an initial fee of \$360.00 that shall cover up to 3 hours of transportation, consultation in preparation of testimony, and time testifying in a courtroom. For any additional time, Burnet County agrees to pay medical examiner an additional fee of \$120.00 per hour for other additional time spent providing medical examiner testimony.

Burnet County reserves the right to seek medical examiner services from any other source during the term of this agreement.

MEDICAL EXAMINER OBLIGATIONS

The medical examiner shall perform any autopsy ordered by a Justice of the Peace for the rates outlined above. After providing such service or medical examiner testimony, medical examiner shall invoice Burnet County according to the rates outlined above or at rates agreed upon in writing by the parties should they be amended hereafter. If an invoice requires additional information for processing by Burnet County, medical examiner agrees to provide such information before payment is rendered.

RECORDS RETENTION

The Justice of the Peace requesting an autopsy shall maintain records of such request. Medical examiner shall maintain all records and documents it generates in providing autopsies or medical examiner testimony in a readily available state and location. Both parties recognize that the Texas Open Records Act may apply to such records.

The requesting Justice of the Peace, or such representative of the same, shall have access to and the right to examine all autopsy records, reports, files, and other papers related to an autopsy at reasonable times and for reasonable periods of time. Medical examiner shall make any requested copies of such records to the applicable requesting Justice of the Peace at no charge. In the event of a criminal investigation, applicable law enforcement representatives shall also have the right to request such records. For auditing purposes only, the Burnet County Auditor's Office shall have access to any invoicing records generated by the medical examiner.

AMENDMENTS

Any change to the provisions in this agreement, including the change in rates, shall be made in writing and signed by both parties. Medical examiner acknowledges that only the Burnet County Commissioners Court has the authority to enter into this agreement and make any modification thereafter. Upon medical examiner desiring to modify the rates in this agreement, written notice must

be provided to Burnet County at least 3 months (90 days) prior to any automatic renewal so that Burnet County may budget accordingly.

PAYMENT FROM CURRENT REVENUES

The parties acknowledge that payment for the services outlined in this agreement must come from current revenues available to Burnet County and budgeted by the Burnet County Commissioners Court.

TERMINATION

Either party may terminate this agreement at any time with or without cause by giving the other party written notice of its intent to terminate at least one month (30 days) prior the effective date of termination. Medical examiner shall be paid for any outstanding billing and services performed prior to termination.

NOTICE

Notice under this agreement by one party to the other shall be in writing, delivered to the person at the appropriate address outlined below via email with notice of read notification or by placement in the United States mail, postage prepaid by certified mail with return requested.

Burnet County:

Hon. James Oakley (or his successor)
Burnet County Judge
220 S. Pierce Street
Burnet, TX 78611
512-756-5420
judgejamesoakley@gmail.com

Dr. Satish Chundru
809 Tradesman Park Loop
Hutto, TX 78634
512-296-2222
hillcountryforensics@gmail.com

ASSIGNABILITY

Neither party may assign any of the rights and duties created in this agreement without the other's written approval.

MISCELLANEOUS

This agreement represents the entire agreement between the parties and supersedes all prior representations, agreements, statements, and understandings relating to the subject matter whether written or verbal.

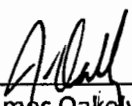
This agreement is governed by the laws of the State of Texas. Venue for this agreement shall be in Burnet County, Texas.

If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be construed as if that portion was not included in the agreement and shall remain valid and binding. The headings within this agreement are for ease of locating the subject matter and are not to be used in construing this agreement.

This agreement may be executed in duplicate originals. Note that the signature of Burnet County is made only after consideration and approval of the agreement by the Burnet County Commissioners Court.

Executed as of the later date set forth below.

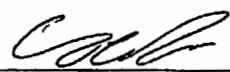
BURNET COUNTY



James Oakely
Burnet County Judge

2-23-2021
Date

MEDICAL EXAMINER



Dr. Satish Chundru
Medical Examiner

01/30/2021
Date