

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement is made and entered into this 21st day of November, 2006, by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **NORMA JEAN FARLEY, M.D.**, an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor")

WITNESSETH:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services, requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2006-192-07-26-otm" (see Memorandum dated November 2, 2006 attached hereto as Exhibit "A"); the Curriculum Vitae of Norma Jean Farley, M.D., which contains the Contractor's bid response (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 06-192-07-26 otm (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (FRP No. 2006-244-07-26) for a facility at which the Contractor will perform all autopsies for Hidalgo County;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B and C, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must commence autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as described in the Contractor's bid response included herein as Exhibit "B";

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death of the nature of any pathological changes that may have contributed to the death and includes removing of sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment & Supples. Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, histology lab services and toxicology lab services. X-ray machine and X-ray developer will be purchased

by the Contractor as long as the facility chosen by the County can accommodate the equipment in a manner acceptable to the Department of State Health Services. At a minimum, mobile X-ray equipment will be provided by the Contractor. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers.
2. Counter top digital scale (for infants)
3. Formalin.
4. Camera, digital.
5. Large glass measuring cup.
6. Ladoe (small stainless steel-1 prefer plastic).
7. Tea Strainer.
8. Colander.
9. Autopsy knives (do not need disposable).
10. Rib cutters.
11. Mayo dissecting scissors.
12. Autopsy Saw.
13. Short scissors.
14. Forceps (3 toothed okay).
15. Microscope.
16. Histology Laboratory.
17. Toxicology Laboratory.
18. X-ray portable and processor (with mobile imaging at first)

The County has also secured a contract with a third party (RFP No. 2006-244-07-26) for a facility at which autopsies will be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies.

1.3 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.4 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.5 Records. The Contractor shall, at Contractor's expense keep or cause to be kept in an

adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.6 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.7 Availability of Contractor and Commencement of Autopsies. Contractor agrees to commence autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year as described in Contractor's bid response attached hereto as Exhibit "B".

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contractor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding Twenty- four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this Agreement effective immediately.

1.9 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.10 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.11 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the speciality of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.12 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of \$100,000.00/\$300,000.00 at Contractor's expense. The Contractor will notify the County immediately if any change in coverage occurs for any reason.

2.2 Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least \$300,000.00/\$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder.

2.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

Contractor makes the following representations and warranties to County:

3.1 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.2 Suspension of License. Contractor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.3 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.4 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

3.5 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

3.6 Membership Denial. Contractor has never been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for the purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County District Attorney, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County District Attorney, the provision of Services are impaired or diminished due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.3 Delivery of Corpses. The County, through a third party vendor (RFP 2006-193-07-260 otm), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement, The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraph 1.2 above) and shall not rely on or require the County to supply any of the above, unless

otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement of otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

9.1 While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is unavailable.

10. FEES

10.1 Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physicians employees, or independent contracts.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 Contractor will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Contractor's or that of any person providing services hereunder through or for the Contractor. Upon written notice from the County, the Contractor will resist and defend at her own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Contractor will carry proper insurance with the County as an additional named insured to the extent such is reasonably available, as provided in paragraph 2.1 above.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing sixty (60) days after execution of this contract and ending on March 26, 2009.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for an additional one (1) year term under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional

one (1) year term.

14.3 Termination without cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

- (1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.
- (2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.
- (3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathologist; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.
- (4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.
- (5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of forty-five (45) days.
- (6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.
- (7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

B. Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less

than thirty (30) days written notice.

14.5 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set for below or to such other persons and address as either party may designate in writing;

If to the Contractor:

Norma Jean Farley, M.D.
1511 Preston Trail
Harlingen, Texas 78552

If to the County:

J.D. Salinas, III, County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

16.1 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

17. NO IMPLIED WAIVER

17.1 Any waiver of enforcement of any provision of waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

19.1 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision

20. ASSIGNABILITY

20.1 The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

21.1 Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

23.1 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

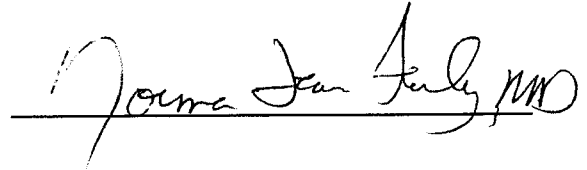
24.1 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

25.1 The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

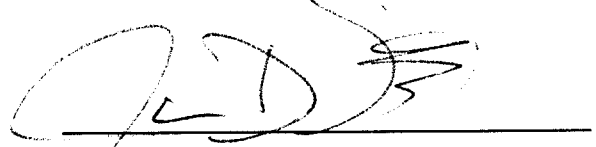
WITNESS THE HANDS OF THE PARTIES on this the 29th day of JAN. 2007.

NORMA JEAN FARLEY, M.D.



Handwritten signature of Norma Jean Farley, M.D. written over a horizontal line.

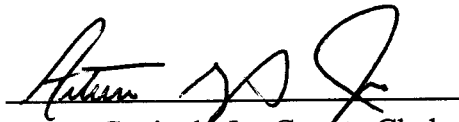
HIDALGO COUNTY



Handwritten signature of Juan D. Salinas, III written over a horizontal line.

Juan D. Salinas, III, County Judge

ATTESTED

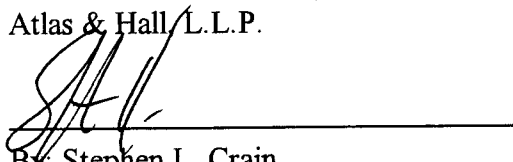


Handwritten signature of Arturo Guajardo, Jr. written over a horizontal line.

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall L.L.P.



Handwritten signature of Stephen L. Crain written over a horizontal line.

By: Stephen L. Crain

EXHIBIT "A"
MEMORANDUM



PURCHASING DEPARTMENT
County Of Hidalgo

**FOR IMMEDIATE REVIEW
M E M O R A N D U M**

To: Norma Jean Farley, M.D.

Phone No. (956) 778-8742

Fax No. (956) 428-0411

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer
Hidalgo County Purchasing Department

Re: "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"
RFQ No. 2006-192-07-26-otm- Negotiations

Date: November 02, 2006

Pursuant to the meeting held on Tuesday, October 31, 2006 with the Hon. Rene Guerra (Hidalgo County District Attorney), Roy Cazares (District Attorney Personnel Director), Olga T. Montero (Purchasing Department Buyer) and Martha L. Salazar, CPPB (Hidalgo County Purchasing Agent) in connection with final negotiations for the above mentioned project.

Please confirm (by signing below) that your Best and Final Offer (BAFO) are those items contained in your letter dated October 6, 2006 (refer to attachment) for your proposed scope of work, services and fees. In addition, you also acknowledged and committed to render and comply with all scope of work, services, requirements and related matters contained in the RFQ No. 2006-192-07-26-otm- "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County".

Please indicate below and return via fax to (956) 318-2626 by no later than Monday, November 6, 2006.

Signed: *Norma Farley*
Signature

Print: Norma Farley M.D.

Date: 11/4/06

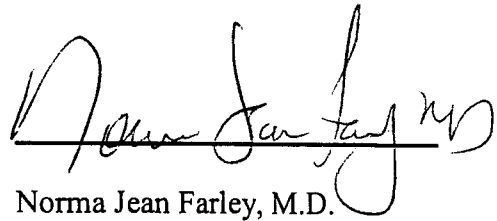
If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.

**Cost Proposal for
Pathologist to Provide Turnkey Autopsy and Related Services for
Hidalgo County
Bid No. 2006-192-07-26-otm**

- I. Autopsy cost:
- A. Full autopsy (head and body) - \$1350.00.
 - B. Head only – \$1000.00.
 - C. External examinations – \$1000.00
(individuals over 61 y/o in secured residence and no indication of foul play).
 - 1. Estimated at approximately ¼ of current cases.
 - 2. No external examination currently being offered.
 - D. Autopsy cost includes:
 - 1. Histology of tissue (microscopic examination at \$50.00 per case as needed)
 - 2. Storage of tissue at the facility at a cost of \$50.00 a month.
 - 3. Storage of reports at facility (same \$50.00 a month).
 - 4. CD of photographs as needed.
 - 5. Transcription costs and secretarial cost.
 - 6. Any testimony needed at no charge while under contract.
 - 7. Locum tenens pathologist as needed (vacation time).
 - 8. All cost for supplies for morgue (formalin, cassettes, blood tubes, storage of DNA, etc).
 - E. Autopsies will be performed at Elizondo Embalming Services with the same fees usually charged per body for these services (storage of body fee, Elizondo's autopsy fee, transportation fee, etc).
- II. Fees not included:
- A. Toxicology – approximately \$210.00 to \$270.00 per cases as needed (most forensic cases – homicides, exited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
 - B. X-rays.
 - 1. Plan: If awarded contract, will purchase portable X-ray equipment with processor at cost to the county of \$50.00 per X-ray and not to exceed \$200.00 per case for full body X-rays.
 - 2. Currently performed at local hospital with reported costs of starting at \$500.00 plus transportation fee to and from the hospital in Edinburg.
 - 3. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), airplane crash victims and infant/small children (to identify fractures).

- C. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.
- D. Expert consultation:
 - 1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently \$750.00 per case).
 - 2. Eye pathology – retinal hemorrhage analysis (\$250.00 a case) – only if requested by District Attorney or Justice of the Peace.
 - 3. Dental Odontology – bite mark analysis. Only if requested by the District Attorney, Justice of the Peace or Law Enforcement.
- E. Physical evidence and ballistics.
 - 1. Collected at the time of autopsy and released to investigating agency.
 - 2. Bullets will be released to investigating agency.
- F. Prints of photographs – \$25.00 (CD of photographs at no charge).
- G. Laboratory analysis on very rare cases (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology - usually infants with suspected SIDS – rarely needed approximately 3 cases a year, etc.)



Norma Jean Farley, M.D.

EXHIBIT "B"
CURRICULUM VITAE

0251
JUL 26 2006
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NORMA JEAN FARLEY, M.D.

CURRICULUM VITAE

Address & Telephone

1511 Preston Trail
Harlingen, TX 78552
(956) 778-8742

Biographical Data

Date of birth: 12-16-61
Place of birth: Chicago, IL.

EDUCATION

- 07/98-06/99 Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
- 07/94-06/98 University of Texas Health Science Center
San Antonio, TX
Combined AP/CP Residency
Residency Director: Larry Fowler, M.D.
Chief Resident - 1997-1998
- 08/90-05/94 University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
- 01/85-08/86 Stephen F. Austin State University
Nacogdoches, TX
B.S. in biology and Secondary Education
- 08/81-12/83 San Jacinto College
Pasadena, TX
Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology (11/98) and Forensic Pathology (9/00).

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT AND RESEARCH EXPERIENCE

- 7/04-Present Pathology Laboratory**
Anatomical, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
- 7/02-Present Autopsy Service and Expert Testimony, PLLC (A.S.E.T.)**
President: Norma Jean Farley, M.D.
Private Autopsy Service
1511 Preston Trail
Harlingen, TX
- 7/03-7/04 Bexar County Medical Examiner's Office**
Deputy Medical Examiner
7337 Louis Pasteur
San Antonio, TX
- 1/00-7/03 AmeriPath South Texas**
301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
- 11/99-1/00 Deputy Medical Examiner (part-time position)**
Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
- 6/99-1/00 Sedgwick County Regional Forensic Science Center**
1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner 9/99-1/00
- 2/89-8/90 Research Assistant**
University of Texas Medical School, Houston, TX
Dept. of Pathology, Steven Norris, Ph.D.
Research in Treponema pallidum, DNA sequencing, tissue
culture, MICs and MBCs of cephalosporins, quinolones,
and other compounds. Laboratory mapped DNA of
T. pallidum (Science 7/98)
- 1/87-1/89 Research Technician**
Texas A&M University, College Station, TX
Dept. of Pathology, John Kochevar, M.D.
Research in Renal Cell Carcinoma and
Malignant Melanoma.

PRESENTATIONS AND PUBLICATIONS

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, Farley NJ.
A mixed-drug intoxication involving venlafaxine and verapamil.
J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reiter RJ, Qi W, Hanes MA, Farley NJ.
High physiological levels of melatonin in the bile of mammals.
Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?*
Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M₄ and M₅.*

Podium Presentation: Texas Society of Pathologists, 2/98.

Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.

Publication: American Journal of Clinical Pathology (Abstract), 4/98.

Lovell, M., E. Griffiths, C. Harrison, N. Farley. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* Presentation: Texas Society of Pathologists, 2/98.

Kohlmeier, R., N. Farley, B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*

Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996).

Publications: Am J Emerg Med, 1997 May; 15(3): 303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* Platform Presentation: American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, N. Farley, J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997, 20:244-246.

Kochevar, J. *Blockage of Autonomous Growth of ACHN Cells by Anti-Renal Cell Carcinoma Monoclonal Antibody 5F4.* Cancer Res. 1990 May;50(10): 2968-72. Acknowledgment.

PROFESSIONAL AFFILIATIONS

1994-Present American Society of Clinical Pathologists
1996-Present College of American Pathologists
1990-Present American (& Texas) Medical Association
2005-Present Cameron County Medical Society

CONSULTATION SERVICE AND COMMITTEES

College of American Pathologists: Laboratory Accreditation Inspector
Infection Control Committee Chairperson, Baptist Health System, San Antonio, TX and Christus Spohn Beeville Hospital, Beeville, TX
Emergency Preparedness Committee, Bexar County Medical Society, San Antonio, TX

HONORS AND AWARDS

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Resident Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M₄ and M₅.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

Guest Speaker/Instructor

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5. 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004 and Valley Baptist Health System, Jan. 25, 2005.

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - Urinalysis and Serum Protein Electrophoresis, University of Texas Health Science Center, Pathology Didactic Course, 1997 & 1998 San Antonio, TX.

References:

**Dr. Vincent DiMaio, Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.**

**Dr. Randy Frost, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.**

**Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"),
District Nine Medical Examiner's Office, Orlando, Florida 32806,
407-836-9472**

Norma Farley, M.D.
Aka A.S.E.T., PLLC
1511 Preston Trail
Harlingen, TX 78552

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, TX 78539

Re: Request for Qualifications
Bid No. 06-192-07-26-otm
Pathologist to Provide Turnkey
Autopsy and Related Services
for Hidalgo County

1. Qualifications (please refer to C.V. for more information):

A. Education:

Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
Forensic Fellowship
07/98-06/99

University of Texas Health Science Center
San Antonio, TX
Combined Anatomic and Clinical Pathology
Residency
Residency Director: Larry Fowler, M.D.
07/94-06/98
Chief Resident - 1997-1998

University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
08/90-05/94

Stephen F. Austin State University
Nacogdoches, TX
B.S. in Biology and Secondary Education
01/85-08/86

San Jacinto College
Pasadena, TX
Associate in Arts
08/81-12/83

B. Expertise (please see professional history and C.V.):

1. Certifications and Licenses:

- a. The American Board of Pathology:**
 - 1. Certified in Combined Anatomic and Clinical Pathology (11/98)
 - 2. Forensic Pathology (9/00)
(Passed both on first attempt.)

- b. United States Medical Licensing Exam:**
Passed: Step 1, 2, 3.

- c. State License: Texas.**

2. The following are a list of professional organizations which I have a current membership. They do not represent expertise, since they are only memberships.

- a. American Society of Clinical Pathologists**
- b. College of American Pathologists**
- c. American (& Texas) Medical Association**
- d. Cameron County Medical Society**

- 3. A letter of good standing with the Texas Board of Medical Examiners can be obtained. There is also an internet site for the board where anyone can see board actions taken or complaints on a physician.
License number - J9873, exp. - 8/31/2007.**

- 4. Currently have liability insurance with the Texas Medical Association Insurance trust (100,000/300,000). Motor vehicle insurance is through State Farm Insurance.**

C. Experience:

1. Professional History:

Pathology Laboratory
Anatomical, Clinical and Forensic
Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
Perform Cameron County Forensic Autopsies
(No contract)
7/04-Present

**Autopsy Service and Expert Testimony, PLLC
(A.S.E.T.)**

President: Norma Jean Farley, M.D.
Private Autopsy Service
1511 Preston Trail
Harlingen, TX
7/02-Present

Bexar County Medical Examiner's Office

Medical Examiner
7337 Louis Pasteur
San Antonio, TX
7/03-7/04

AmeriPath South Texas

301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
1/00-7/03

Deputy Medical Examiner (part-time position)

Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
11/99-1/00

**Sedgwick County Regional Forensic Science
Center**

1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner
Similar contract with counties in Kansas
outside of Sedgwick County
6/99-1/00

2. References:

Dr. Vincent DiMaio, Chief Medical Examiner,
Bexar County Medical Examiner's Office, 7337
Floyd Curl Drive, San Antonio, TX 78229
407-335-4001.

Dr. Randy Frost, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
407-335-4001.

Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"), District Nine Medical Examiner's Office, Orlando, Florida 32806,
407-836-9472

D. Scope of Services:

1. Continue using current autopsy facility at Elizondo Embalming Services, 3220 N. Conway, Mission, TX. Radiology – may continue to use current radiology services or use mobile radiology services. Histology will be performed by an outside laboratory on cases requiring microscopic examination of tissue.
2. Forensic Analysis:
 - A. Toxicology – Toxicology should be performed on most forensic autopsies and will be performed at National Medical Services (accredited by the American Board of Forensic Toxicology (ABFT) - the most specific and complete accreditation available for forensic laboratories performing post-mortem and human performance toxicological testing.) Also approved by the Texas DPS.
 - B. DNA testing and physical evidence – Severely burned and decomposed human remains and some trace evidence on homicide cases (sexual assault kits, fingernail clippings, bite marks, etc.) will require DNA identification which will be performed at National Medical Services (accredited by the Crime Laboratory Accreditation Program of the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD-LAB) for laboratory analysis in the disciplines of Biology (DNA and Serology), and Texas DPS). The investigating agency may want to send physical evidence to DPS, which will be released with chain of custody forms. Ballistics is usually performed by DPS, with bullets released to the investigating agency with chain of custody forms.
3. Postmortem examination will be performed on cases ordered by a Justice of the Peace to determine cause and manner of death. Full autopsies include an external and internal examination of the body, with removal of organs, organ weights and gross description of findings. Toxicology will be performed on most if not all cases (see 1A above). Samples of tissue will be held in formalin for 3 years. Postmortem blood and other body fluids, including DNA samples, will be held for 3 years. Pictures will be taken of all homicide cases and most accidental cases and stored at the facility. These pictures will be available for the Justice of the Peace and/or District Attorney's Office on

request. Older individuals (61 years or older) or individuals with a significant medical history may require an external examination only with toxicology screening (examination of the outside of the body for injury with no internal examination or removal of organs). Infant deaths suspicious for SIDS may require cardiac consultation, cytogenetics, and microbiology. Infanticide cases will require neuropathology for diffuse axonal injury, possible eye pathology for retinal hemorrhages, and other studies as needed. Most forensic autopsies take approximately 6 weeks (30 working days), as required by the College of American Pathologists. Complicated cases requiring outside consultations (neuropathology, cardiac pathology, forensic odontology, and ballistics) will be completed immediately after receiving the consultation report(s), since these consultations need to be added to the forensic autopsy report. Guidelines of the College of American Pathologists and National Association of Medical Examiners will be followed. Offices performing 2 week turn-around-time for autopsies are not providing adequate forensic services, which has been recently addressed in Travis County, Texas.

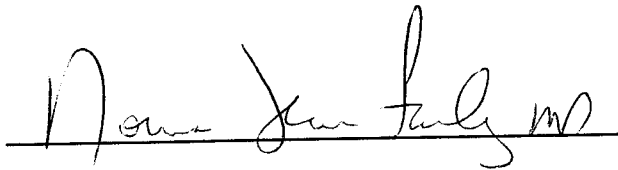
A faxed copy of each Hidalgo County forensic autopsy will be sent to the ordering Justice of the Peace and Hidalgo County District Attorney's Office at the completion of the case. Preliminary cause and manner of death information will also be faxed to the Justice of the Peace and District Attorney's office within 48 hours. Chemical analysis will be performed on vitreous fluid when necessary.

4. Testifying will be provided as needed within Hidalgo County. Vacation time (for the primary pathologist) will be discussed with and forwarded 3 months in advance to the District Attorney's Office to ensure there is no conflict with cases requiring the pathologist's testimony. See number 3 above.
5. Once a signed order for autopsy is received from an appropriate official and any needed information is obtained (medical records, EMS reports and incident reports or verbal report of circumstance from investigative agency), an autopsy will be performed within 24 hours. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays and as needed on weekends and holidays, as is the usual in other counties in Texas. After business hours, an answering service or pathology assistant will be available for calls; however, calls related to autopsies or reports should be received during working hours. Since the county is in a Justice of the Peace system, a J.P. should be the contact person on deaths in the county, since the pathologist has no jurisdiction in such a system. The pathologist may be contacted on cases needing forensic assistance after hours (e.g. mass fatalities, high profile cases or multiple homicides in one location).

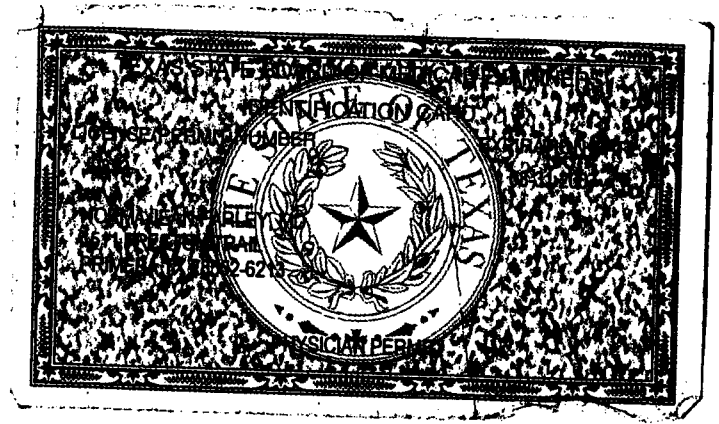
6. When the forensic pathologist is planned to be out of the office, a qualified pathologist will be hired for that period of time and at the expense of A.S.E.T./primary pathologist. This pathologist will be required to complete the autopsy report in a timely fashion and the primary pathologist at A.S.E.T. will review and cosign the final autopsy report.
7. A.S.E.T. will provide an autopsy technician and transcriptionist at no additional cost to the county. Elizondo Embalming Services has been contacted and verbally agrees to allow A.S.E.T. to use their facility.
8. The cellular telephone/digital pager of the pathologist will be available only to appropriate county officials. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays and as needed on weekends and holidays, as is the usual in other counties in Texas. After business hours, an answering service or pathology assistant will be available for calls; however, calls related to autopsies or reports should be received during working hours. Since the county is a Justice of the Peace system, a J.P. should be the contact person on deaths in the county, since the pathologist has no jurisdiction in such a system. The pathologist should be contacted only on cases needing forensic assistance after hours (e.g. mass fatalities, high profile cases or multiple homicides in one location).
9. Transportation of bodies is currently with Elizondo Embalming, which would obviously allow 24 hours access to the facility in order to drop off bodies.

E. Statement of Commitment

I agree to provide forensic services as described in the scope of services detailed above.

A handwritten signature in cursive script, reading "Norma Jean Farley, M.D.", is written over a horizontal line.

Norma Jean Farley, M.D.



Request For Qualifications
for
**"Pathologist to Provide Turnkey Autopsy and
Related Services for Hidalgo County"**
RFQ No.: 06-192-07-26-otm
JULY 26, 2006

To: Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFQs, as contained in the Requirements.

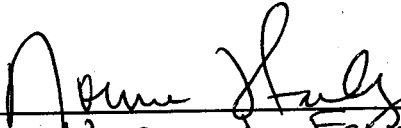
Respectfully submitted,

Bidder: Norma Jean Farley
Address: 154 Preston Trail
Harlingen, TX 78552
By: Self
Printed Name: Norma Jean Farley
Title: M.D.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Norma J. Farley
Title: M.D.
Telephone Number: 956-778-8742
Date: 7/24/02

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Norma Jean Farley

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Norma J. Feely
Signature of person doing business with the governmental entity

7/24/06
Date

N/A

Insurance Requirement Acknowledgment

I, Phillip Farley, authorized representative for Norma Farley aka A.S.E.T., PLLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

N/A

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "GROUP VOLUNTARY DENTAL PLAN"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Norma Jean Farley, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

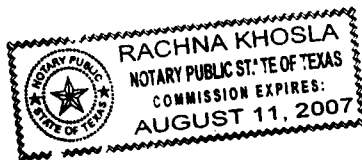
Signature/Title: Norma Jean Farley, MD

Subscribed and sworn to before me this 25th day of JULY, ~~2005~~ 2006.

Rachna Khosla

Notary Public

My commission expires: AUGUST 11, ~~2006~~ 2007



**EXHIBIT “C”
QUALIFICATIONS**



PURCHASING DEPARTMENT

County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

"Pathologist to Provide Turnkey Autopsy and Related Services"

Bid No: 06-192-07-26-otm

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Requirements (Exhibit A), consisting of 7 pages.
4. Evaluation Criteria (Exhibit B), consisting of 2 pages.
5. Certification Regarding Debarment, Suspension, and Ineligibility, consisting of 1 pages.
6. Bidder/Vendor Application.
7. Historically Underutilized Business (HUB) Declaration.
8. Request for Taxpayer Identification Number and Certification (W-9), consisting of 1 pages.
9. Insurance Requirements (Exhibit C), consisting of 3 pages.
10. Draft Service Contract
11. Conflict of Interest (Exhibit D), consisting of 2 pages.
12. Proposer's Affidavit, (Exhibit E), consisting of 1 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

June 19, 2006

Date



PURCHASING DEPARTMENT
County Of Hidalgo

June 19, 2006

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Pathologist to Provide Turnkey Autopsy and
Related Services"**
RFQ No: 06-192-07-26-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Pathologist to Provide Turnkey Autopsy and Related Services

JULY 26, 2006

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statement of Qualifications** will be received for "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and ten (10) copies of all RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS, Bid No.: 06-192-07-26-otm "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas **on or before 9:30 A.M. Wednesday, JULY 26, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** [REDACTED]
[REDACTED] **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN** Wednesday, July 05, 2006 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs,
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of this Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorship are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal I.D. Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
100 E. Cano, 3rd Floor
Edinburg, TX 78539
(956) 318-2511**

15. Schedule of Events

| | |
|---------------------------------------|-----------------------------|
| RFQ Acceptance Date, 9:30 A.M. | <u>July 26, 2006</u> |
| Award of Contract | _____, 2006 |
| Commence Work or Deliver Products | _____, 2006 |

16. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee

or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against

County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

1. **Sealed Statement of Qualifications** will be received for "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and ten (10) copies of all RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS, Bid No.: 06-192-07-26-otm "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas **on or before 9:30 A.M. Wednesday, JULY 26, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** [REDACTED] **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN** Wednesday, July 05, 2006 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
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or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against

County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request For Qualifications
for
**"Pathologist to Provide Turnkey Autopsy and
Related Services for Hidalgo County"**
RFQ No.: 06-192-07-26-otm
JULY 26, 2006

To: Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUIREMENTS

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

**Pathologist to Provide Turnkey
Autopsy and Related Services**

RFQ Number: 2006-192-07-26-otm

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide "**Turnkey Autopsy and Related Services** " for Hidalgo County on an "**as needed basis**" as specified herein. The related services will require the vendor to have access to an AUTOPSY FACILITY in Hidalgo County. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, July 26, 2006.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**Deliver Submittal to:
RFQ Number 06-192-07-26-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539**

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, July 05, 2006 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

ADDITIONAL INFORMATION TO SUBMITTERS:

Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the hiring of a medical examiner.

Hidalgo County is attempting to secure a contract for a facility at which the contracted physician will perform autopsies and related services. In the event Hidalgo County is successful in securing such contract. The physician will be ask to reduce the turnkey fee which includes a facility. It will be Hidalgo County's option to award the contract that is most advantageous to Hidalgo County. Physician agrees to abide by Hidalgo County's decision, if Hidalgo County awards a contract at a location other than a "Turnkey Solution".

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, Histology lab and Toxicology Lab to provide and render the services required by Hidalgo County.
2. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.
3. A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and
4. Testifying, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.
5. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

6. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.
7. Turnkey Service; Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.
8. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.
9. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.
10. **Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).**

Qualifications for the Pathologist:

A. Education-Forensic Science:

The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
2. Residency in pathology (four years);
3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas .

B. Additional Educational Requirements (Foreign Medical Student):

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;

3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. Certification(s):

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about 30 approved programs in forensic pathology. The approved programs may consist of:

- A. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
- B. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. Forensic Professional Associations

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

- A. The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);
- B. The American College of Legal Medicine (full fellowship is granted only associate membership);
- C. The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

Contents: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

A. Complete and current "Curriculum Vitae" to include:

1. Education
- 2.. Qualifications

3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. Expertise:

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. Experience:

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. Understanding of the Scope of Services Required

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.
2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

*****PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.***

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee may score and evaluate the written RFQs. As part of evaluation process the Committee will interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician. Hidalgo County may designate and select an Evaluation Committee.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Any contract awarded to a successful submitter will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, July 26, 2006.**

EVALUATION: The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

All information requested must be provided in order to be considered. Failure to provide information requested will be grounds for a disqualification for the position.

EXHIBIT "B"

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

"Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"

SELECTION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Educational Requirements (15)

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

- * the minimum requirements were met (05)
- * the minimum requirements were exceeded (10)

2. Expertise (25)

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

3. Experience Providing Comparable Services (30)

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

Hidalgo County reserves the right to inquire in connection to the references provided.

4. Understanding of Project, Commitment & Completeness of SOQ Submitted (30)

The proposal shall include the following:

- * Understanding of project with Commitment to render all services as detailed herein (see scope of services) (15)
- * completeness of submission of all required documentation provided (15)

5. Interview (up to 20 points)

- * Bonus Points

“PATHOLOGIST TO PROVIDE TURNKEY / AUTOPSY AND RELATED SERVICES”

Statements of Qualifications in response to the RFQ for the project of a “Pathologist to Provide Turnkey Autopsy and Related Services will be evaluated by the Hidalgo County in terms of the criteria listed below. All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness.

The evaluation will be based, but not limited to, on the following criteria:

| | | <u>Maximum Points</u> | |
|-------------|---|------------------------------------|------------------------|
| I. | Educational Requirements: | | 15 points _____ |
| a. | Minimum educational requirements met | 05 pts. | |
| b. | Exceeds minimum educational requirements | 10 pts. | |
| II. | Expertise: | | 25 points _____ |
| | Board Certifications of Specialization Held: | | |
| a. | Years Held | | |
| | i. minimum of three (3) years | 05 pts. | |
| | ii. Five (5) or more and less than 10years | 10 pts. | |
| | iii. More than Ten (10) years | 15 pts. | |
| b. | Letter of Good Standing from Medical Examiner’s Board | 10 pts. | |
| III. | Experience providing comparable services: | | 30 points _____ |
| a. | 0-5 years experience in Pathology | 05 pts. | |
| b. | 0-5 years experience in Forensic Pathology | 10 pts. | |
| c. | 6 years or more in both Pathology and Forensics | 15 pts. | |
| IV. | Understanding of Project, Commitment & Completeness of SOQ submitted: | | 30 points _____ |
| a. | Understanding of project with commitment to render all services as detailed herein (see scope of services), including access to Autopsy Facility in Hidalgo County. | 15 pts. | |
| b. | Completeness of Submission of all required documentation provided. | 15 pts. | |
| | | Total Scoring Points (100) | ===== |
| V. | Interview (up to 20 bonus points) | | 20 points _____ |
| | | Total Possible Points (120) | _____ |

Comments: _____

 EVALUATOR / GRADER DEPARTMENT

 DATE

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____ % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| | | | | | | | | | |

OR

Employer identification number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| | | | | | | | | | |

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here **Signature** ▶ **Date** ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
3. Uninsured/Under-insured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

City, State, Zip

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the ____ day of _____, 2006, by and between the HIDALGO COUNTY, a department of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and _____, M.D. (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 the provider of professional medical services for the residents of the Department facility (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 Physician until required by Hidalgo County. These services include, but are not limited to:
 - (a) Obtaining and maintaining a medical license under which all medical activities of the Department employees will take place;
 - (b) Conducting physical examinations of the Clients as required by the Department;
 - (c) Conducting other evaluations and tests on each Client as required by the Department;
 - (d) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Together with a , provided at the sole cost and expense of Department, conducting "call clinics" for at least four (4) hours per week at the of Department, and up to two (2) additional hours as scheduled among the medical staff of the jail to assure a minimum of then (10) total sick call hours per week, it being the duty of the nurse to organize additional clinic visits by Client to follow up on medications, treatments and similar requirements; and

(f) Serving on general call on a daily basis, except when out of town.

3. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County and Hidalgo County of such suspension or revocation.

4. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the. In addition, Contractor shall permit Department and the to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

5. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

6. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box , Edinburg, Texas 78539). Said statement must provide an itemized list of services rendered to Department during the statement period. Upon receipt of said statement, the Department shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor shall be compensated in the amount of _____ (_____) per month for the services provided to Department hereunder.

7. Contractor must comply with all applicable Department and Hidalgo County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he 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.

8. Department and Contractor agree that either party 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. Proper notice will be submitted through certified mail to:

**Hidalgo County Judge's Office
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
ATTN: Hidalgo County Judge.**

9. Contractor agrees to provide liability insurance covering his activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

10. 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. **Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.**

EXECUTED as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____

Ramon Garcia County Judge

CONTRACTOR

_____, M.D.

Eddy Trevino, County Clerk

Commissioners' Court

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "GROUP VOLUNTARY DENTAL PLAN"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

My commission expires: _____, 2006

JAN-08-2007 MON 02:04 PM

FAX NO.



TEXAS MEDICAL LIABILITY TRUST
 P.O. Box 160146, Austin, Texas 78716
 "A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM DECLARATIONS PAGE

POLICY NO. 1-124531

| | | | | |
|---|--|---------------------------------------|--|---|
| 1 | NAMED INSURED (including address) Norma J. Farley, MD P. O. Box 2918 Harlingen, TX 78551-2918 | | NAMED INSURED IS A: Individual | |
| 2 | POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address | FROM 01/01/2007 | TO 01/01/2008 | |
| 3 | PROFESSIONAL LIABILITY COVERAGE Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverage as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV Limits of Liability. | | | |
| | COVERAGE | LIMITS OF LIABILITY | | PREMIUM |
| | A. Professional Liability | each claim \$ 200,000 | all claims \$600,000 | \$7,761.00 |
| | B. Deductible (Refer to Endorsement) | \$ 0 | | \$0.00 |
| | C. Professional Premises Liability | each premises occurrence \$200,000 | premises aggregate \$200,000 | \$0.00 |
| | D. Vicarious Liability | no additional limits | | \$0.00 |
| | TOTAL PREMIUM | | | \$7,761.00 |
| 4 | TYPE OF COVERAGE OCCURRENCE | | | |
| 5 | Class 1D | Principal Practice 81266 PATHOLOGY | | |
| | Territory I | County CAMERON | | |
| 6 | FORMS & ENDORSEMENTS PIO0106, 43 | | | |
| | CREDITS INCLUDED ABOVE | | | |
| This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured. | | | | |
| | Issue Date: | 12/06/2006 | Countersigned By: | <i>John J. [Signature]</i> |
| | TF | | | Authorized Representative of Texas Medical Liability Trust |

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder NORMA FARLEY
 Address of policyholder 1511 PRESTON TRAIL, HARLINGEN, TEXAS 78550
 Location of operations _____
 Description of operations PHYSICIAN

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | | LIMITS OF LIABILITY (at beginning of policy period) |
|--------------------------|--|----------------|-----------------|---|
| | | Effective Date | Expiration Date | |
| This insurance includes: | Comprehensive Business Liability | | | BODILY INJURY AND PROPERTY DAMAGE Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$ |
| | <input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/> | | | |
| | EXCESS LIABILITY | POLICY PERIOD | | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) |
| | <input type="checkbox"/> Umbrella <input type="checkbox"/> Other | Effective Date | Expiration Date | Each Occurrence \$ Aggregate \$ |
| | Workers' Compensation and Employers Liability | | | Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$ |

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | | LIMITS OF LIABILITY (at beginning of policy period) |
|-----------------|-------------------|----------------|-----------------|--|
| | | Effective Date | Expiration Date | |
| 355646764 | BUSINESS POLICY | 01/19/2007 | 01/19/2008 | \$500,000. GENERAL LIABILITY |
| R32-9577-E10-53 | AUTO POLICY | 11/10/2006 | 11/10/2007 | 500/500/500 |
| | | | | |

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

ADDITIONAL INSURED: COUNTY OF HIDALGO COUNTY
 100 E CANO ST. 4TH FLOOR
 EDINBURG, TX 78539

Name and Address of Certificate Holder

COUNTY OF HIDALGO COUNTY
 100 E CANO ST. 4TH FLOOR
 EDINBURG, TX 78539

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Joe E. Jones
 Signature of Authorized Representative
 AGENT
 Title _____ Date 01/22/2007
 Agent's Code Stamp
 AFO Code 8227