

consideration of the following, the parties hereto agree as follows:

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the scope of services, described in Exhibit “A”, within **Hidalgo County** on request by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. County agrees upon a Declaration of Emergency declared by County to provide Company on an as needed basis one (1) 10,000kw power generator to support company's air conditioning/cooling system for Company's premises housing tissues blood specimens and dead bodies. Company agrees to pay for or reimburse County for all costs in operating such power generator.

4. **This Contract shall be for a period of six (6) months, commencing upon finalization and acceptance of negotiated terms with Company on July 6, 2010 and ending on January 5, 2011.** If County holds over and continues in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to

- 68) Slides
- 69) Slide Boxes
- 70) Paint cans
- 71) Embalmers Thread
- 72) Bone Scissors
- 73) Microscope
- 74) Storage for micro-slides

The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, three-hundred-sixty-five (365) days a year, for the County's contracted forensic pathologist to perform autopsies and related services.

Facility must be located in Hidalgo County, Texas.

All necessary equipment, accessories and supplies will be available at all times so as not to cause delay in the provision of autopsies and related services by the County's contracted forensic pathologist.

Contractor, its employees, and/or agents cannot offer any information to family, friends, or acquaintances about "funeral related services." All inquiries related to the decedent will be forwarded to the proper County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

Records Of Victims: Contractor must keep an updated log with information pertaining to the victim (i.e., name, date of birth, photo I.D. driver's license number, social security number, date and time of autopsy, performed by, witnessed by, body release to, etc.).

The contractor shall provide his/her own telephone and page numbers to the appropriate county officials.

TERMS AND CONDITIONS:

Term of contract is for a period of six (6) months, effective July 6, 2010 and ending on January 5, 2011. If County holds over and continue in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to be occupying the premises on the basis of a month to month tenancy subject to all of the terms and conditions of this contract.

Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.

Volume: There is no guaranteed annual volume. Hidalgo County will seek use of the "facility" on "As Needed Basis".

Contractor will be responsible for maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Contractor will comply with all federal, state, and local statutes, codes, and regulations governing such premises.

Facility shall have public bathrooms and be handicapped accessible.

Contractor shall provide insurance for the "Facility" against, fire, accidents or natural disasters. Contractor shall maintain liability insurance on the premises in the amounts and coverages as required.

Facility shall be in good working condition and be handicapped accessible to provide the services required.

The facility shall be free from rodents and insects. The facility shall have adequate air conditioning and heating