

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 28th day of September, 2010, 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. 2010-002-06-30-otm" (see Memorandum dated September 21, 2010 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. 2010-002-06-30-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. (RFP No. 2010-243-07-06-YZV) 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 complete 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 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.”

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

1.2 Equipment and Supplies. 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. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. 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. 2010-243-07-06-YZV) 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 Logistics. Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT.**

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to commence autopsies within twenty-four (24) hours 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".

1.9 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.

1.10 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.

1.11 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.

1.12 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 specialty 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.

1.13 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 provide a certificate of insurance to the County evidencing such coverage and 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

3.1. Contractor makes the following representations and warranties to County:

3.2 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.

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

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

3.5 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.

3.6 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.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment 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 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 diminish 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 (RFB. 2010-003-09-28-YZV), 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 Relationship of the Parties. 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 paragraphs 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 or 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 Consultation. 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 Fees. The 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-physician employees, or independent contractors.

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 THE 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 HIS 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 September 28, 2010, and ending on September 27, 2012.

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. "The County shall have the sole option to extend the Agreement on a month to month basis under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to continue this Agreement on a month to month basis, with at least thirty (30) days notice of its termination of the continued services of Contractor."

14.3 Termination with 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 pathology; 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 thirty (60) 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.

14.4 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 Notice. 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 forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: Norma Jean Farley, M.D.
200 S. 10th St. Ste-1105
McAllen, Texas 78501
If to County: Rene A. Ramirez, County Judge
100 E. Cano
Edinburg, Texas 78540

15. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

16. NO IMPLIED WAIVER

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

17. COMMITMENT OF CURRENT REVENUES

17.1 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 thirty (30) 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.

18. SEVERABILITY

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

19. ASSIGNABILITY

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.

20. AMENDMENTS

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

21. ENTIRE AGREEMENT

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

22. NO WAIVER

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.

23. VARIATIONS OF PRONOUNS

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.

24. AUTHORIZATION FOR AGREEMENT

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 _____ day of _____
, 2010.

Norma Jean Farley, M.D.

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTESTED

Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

By:

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

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. 2010-002-06-30-otm

Date: September 24, 2010

Pursuant to the meeting held on Wednesday, September 01, 2010 with the Hon. Homer Vasquez (Hidalgo County Asst. District Attorney), Roy Cazares (District Attorney Personnel Director), Olga T. Montero (Purchasing Department Buyer III) with Interview & 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 September 21, 2010 (refer to attachment) for your proposed scope of work, services and fees. In addition, you also acknowledged and committed to render and comply with the scope of services outlined in the response to the RFQ No. 2010-002-06-30-otm- "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County".

Please indicate below and return via fax to (956) 292-7612 or email: olga.montero@co.hidalgo.tx.us by no later than Friday, September 24, 2010.

Signed: Norma J. Farley MD
Signature
Print: Norma J. Farley M.D.
Date: 9-24-10

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.

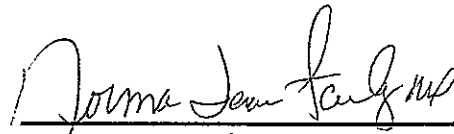
Thank you.

September 21, 2010

**Cost Proposal for
Pathologist to Provide Turnkey Autopsy and Related Services for
Hidalgo County at Contracted (Funeral Home) Facility
Bid No. 2010-002-06-30-otm**

- I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County facility during contract period).
- A. Full autopsy (head and body) - \$1,450.
 - B. Partial – \$1,100.
 - C. External examinations – \$1,000.
 - D. Toxicology Only - \$150.
 - E. Chart Review - \$0 - \$250 depending on difficulty of case.
 - F. Autopsy cost includes:
 - 1. Office manager and Administrator for Valley Forensics
 - 2. CD of photographs as needed.
 - 3. Transcription costs.
 - 4. Any testimony needed for homicide cases at no charge while under contract.
 - 5. Locum tenens pathologist as needed (vacation time).
 - G. Autopsies will be performed at Ceballos Funeral Home with the same fees usually charged for these services. All morgue expenses including personnel, autopsy technicians (2), on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the county, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.
- II. Fees not included:
- A. Histology and Microbiology– approximately \$7,000 per year
 - B. Toxicology – approximately \$145.00 to \$270.00 per case as needed (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
 - C. X-rays. - \$50 per X-ray (maximum charge of \$300)
 - 1. Will be performed at the facility using Valley Forensic equipment.
 - 2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
 - D. Sexual Assault Kit - \$50 to complete a sexual assault kit when not warranted (e.g. decomposed, other) and \$25 if county/investigative agency supplies kit.

- E. 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.
- F. 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 (\$500.00 a case) – only if approved by District Attorney after consultation.
 - 3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.
- G. Physical evidence and ballistics.
 - 1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).
 - 2. Bullets will be released to investigating agency.
- H. Prints of photographs – \$25.00 to be paid by the requesting agency (CD of photographs at no charge).
- I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.
- J. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of \$100/hour. The cost will include preparation, travel, and testimony.


Norma Jean Farley, M.D.

Valley Forensics, P.L.L.C.

Norma Jean Farley, M.D

Anatomic, Clinical and Forensic Pathologist

200 S. 10th St, Ste. 1105, McAllen, TX 78501

Tel: (956) 682-7938; Fax: 1-866-682-0360

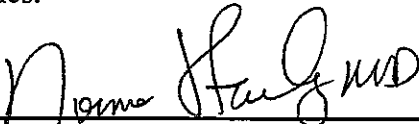
September 21, 2010

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Hidalgo County Morgue Facility Bid No. 2010-002-06-30-otm

- I. Autopsy cost:
- A. Full autopsy (head and body) - \$1,450.
 - B. Partial – \$1,100.
 - C. External examinations – \$1,000.
 - D. Toxicology Only - \$150.
 - E. Chart Review - \$0 - \$250 depending on difficulty of case.
 - F. Autopsy cost includes:
 - 1. Staff of an office manager and an additional part-time secretary and one clerk employed by Valley Forensics to receive and release decedents and assist in the morgue/office during office hours - estimated \$39,522.00. These employees were previously supplied by Ceballos Funeral Home.
 - 2. CD of photographs as needed.
 - 3. Transcription costs.
 - 4. Any testimony needed for homicide cases at no charge while under contract.
 - 5. Locum tenens pathologist as needed (vacation time).
 - G. Autopsy sinks (6), body refrigerators/coolers (2), work stations (4), organs scales(5), autopsy lights and morgue cabinets for morgue (estimated costs new of \$140,000) purchased used by Valley Forensics from morgue in Orlando, Florida and to be sold to Hidalgo County for \$11,500.
- II. Fees not included:
- A. Histology and Microbiology– approximately \$7,000 per year.
 - B. Toxicology – approximately \$145.00 to \$270.00 per case as needed (most forensic cases – homicides, exited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
 - C. X-rays. - \$50 per X-ray (maximum charge 300.00).
 - 1. Will be performed in the Hidalgo County Morgue using Valley Forensic equipment.
 - 2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
 - D. Sexual Assault Kit - \$50 to complete a sexual assault kit only when not warranted (e.g. decomposed, other) and \$25 if county/investigative agency supplies kit.

- E. 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.
- F. Staff or security to release or receive decedents after hours if not agreed to by body transport services after cleared background check of employees (\$25.00/case).
- G. Staff to collect blood, toxicology, fingerprints, or photograph decedents for identification after hours or weekends as requested by law enforcement - \$25.00/case.
- H. Autopsies will be performed at the Hidalgo County Morgue and all morgue expenses are the responsibility of Hidalgo County including but not limited to:
 - 1. Autopsy technician (~40,000/year with benefits) with Dr. Farley as supervisor of employee.
 - 2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by County (M-F, 8am-5 pm).
 - 3. Security for the building (monitored access), maintenance, medical waste and supplies.
 - 4. All utilities for the building and IT assistance to include internet service and telephone service.
 - 5. The autopsy technician salary and on call personnel were previously supplied by Ceballos Funeral Home, and if not covered by the County, will be added to the autopsy fee.
- I. 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 (\$500.00 a case) – Only if approved by District Attorney after consultation.
 - 3. Dental Odontology – bite mark analysis. Only if requested by the District Attorney after consultation.
- J. Physical evidence and ballistics.
 - 1. Collected at the time of autopsy and released to investigating agency.
 - 2. Bullets will be released to investigating agency.
- K. Prints of photographs – \$25.00 to be paid by requesting agency (CD of photographs at no charge).
- L. Laboratory analysis on appropriate cases (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.)
- M. The cost to provide testimony at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of \$100/hour. The cost will include preparation, travel, and testimony.
- N. Security or other personnel to receive and release decedents at morgue after hours and on weekends – Estimated at \$6500.00 or \$25.00/occurrence.
- O. Relocation of morgue/office contents from current location to the Hidalgo County facility is the responsibility of the County.

- III. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supply services for other counties.



Norma Jean Farley, M.D.

EXHIBIT “B”

CURRICULUM VITAE

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone

Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

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 and Forensic Pathology.

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

State License: Texas.

EMPLOYMENT

- 3/07-present** Valley Forensics (Autopsy Service and Expert Testimony)
Chief Forensic Pathologist, Hidalgo and Cameron Counties
200 S. 10th Street, Suite 1105, McAllen, TX
- 7/04-3/07** Pathology Laboratory
Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street, Harlingen, TX
- 7/03-7/04** Bexar County Medical Examiner's Office
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
Director 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 Chief Coroner-Medical Examiner
Interim District Chief 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.

PROFESSIONAL AFFILIATIONS

- 1994-Present American Society of Clinical Pathologists
1996-Present College of American Pathologists
2008-Present National Association of Medical Examiners
2008-Present Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present Cameron County Medical Society
1990-Present American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, 13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.

University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

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; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

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.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.

Texas Medical Association, Second Place 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 AML, FAB 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)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

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, Reitser 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.

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08-31-2011

NORMA JEAN FARLEY, MD
1511 PRESTON TRAIL
HARLINGEN TX 78552-6213

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

Norma Jean Farley, M.D.
Autopsy Services and Expert Testimony, P.L.L.C.
1023 N. 23rd Street
McAllen, TX 78501
Tel: 956-682-7938, Fax: 956-682-5645

Qualifications and Services Provided

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
- e. National Association of Medical Examiners
- f. Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
- g. Texas Forensic Science Commission (Governor appointed), 9/09

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. – 8/31/2011.

4. Currently have liability insurance with the Texas Medical Association Insurance trust (200,000/600,000).

5. Motor vehicle insurance is through State Farm Insurance.

C. Experience:

1. Professional History:

Valley Forensics, PLLC (Autopsy Services and Expert Testimony, PLLC)

Forensic Pathologist, Hidalgo and Cameron Counties

200 S. 10th Street, Suite 1105, McAllen, TX

3/07 - Present

Contract with Hidalgo County for autopsy services

1. Professional History (continued):

Pathology Laboratory

Anatomical, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
Performed Cameron County Forensic Autopsies
(No contract)
7/04-3/07

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. Jennifer Rulan, Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.

Dr. Kim Molina, 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

D. Scope of Services:

1. The autopsy facility is to be provided by Hidalgo County. Option I as defined by Section I General Terms and Conditions of the RFQ is not an option in which ASET, PLLC is willing to participate.
 - A. The County facility will include a morgue with a minimum of four autopsy stations, a separate building with at least one autopsy station and cooler for decomposed autopsies, adequate lighting, a large cooler to store a minimum of 20 bodies on individual autopsy carts, refrigerators and freezers to store tissue and body fluids, a storage area to retain five years of autopsy formalin fixed tissue, a generator for possible mass or natural disasters, security and monitored alarm system and ventilation that meets the requirements of the American Society for Healthcare Engineering and American Institute of Architects. Hidalgo County will be responsible for stocking the morgue with all needed supplies and building maintenance. The facility will also include adequate office space for all morgue personnel including utilities. Additional morgue requirements can be discussed at a later date.
 - B. Autopsy technician(s)/morgue clerk are the responsibility of Hidalgo County or the salary will be added to the base autopsy fee.
2. Radiology – is performed at the facility. ASET, PLLC currently owns the equipment necessary to perform post mortem radiologic exams.
3. Histology of tissue when needed will be performed by an outside laboratory on cases requiring microscopic examination of tissue.

4. 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.) may 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) or dental identification. 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.

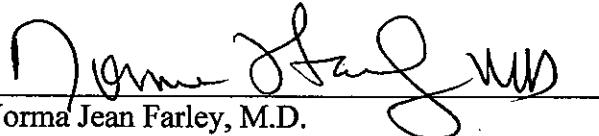
5. Postmortem examination will be performed on cases ordered by a Justice of the Peace to determine cause and manner of death. Full autopsies include an external and internal examination of the body, with removal of organs, organ weights and gross description of findings. Toxicology will be performed on most if not all cases (see 1A above). Samples of tissue will be held in formalin for 5 years. Postmortem blood and other body fluids, including DNA samples, will be held for 3 - 5 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 may 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 was addressed in Travis County, Texas.

A faxed copy of each forensic autopsy will be sent to the ordering Justice of the Peace and 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 to 72 hours for the purpose of completing the death certificate.

Chemical analysis will be performed on vitreous fluid when necessary.

6. Testifying will be provided on all homicides at no fee to Hidalgo County by a forensic pathologist employed by A.S.E.T., PLLC. Testimony on most cases associated with an autopsy performed by a doctor for A.S.E.T., PLLC will be provided as part of the autopsy fee. Locums Tenums forensic pathologists will cover any absence of an A.S.E.T. PLLC pathologist at the expense of A.S.E.T., PLLC, and testimony on these cases is at no fee as long as provided by a pathologist employed by A.S.E.T., PLLC.
7. 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. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekends off and major holidays off (Christmas, New Years, 4th of July, etc.)
8. When the forensic pathologist is 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 on homicides.
9. A.S.E.T. will provide a transcriptionist at no additional cost to the county.
10. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekend and major holidays off. After business hours, a pathologist, pathology assistant or investigator will be available for calls from law enforcement; tissue procurement agencies, justices of the peace and the district attorneys office by cellular telephone which will be made available only to appropriate county officials. Questions regarding autopsies to be performed or autopsy reports will be addressed during regular business hours with messages to be left on voicemail after 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. A forensic pathologist may be contacted on cases needing forensic assistance after hours on the on-call cellular telephone (e.g. mass fatalities, high profile cases, buried skeletal remains or multiple homicides in one location).

11. Transportation of bodies is the counties responsibility. . The county will also be responsible for providing 24 hour access to the County morgue facility in order to drop off bodies, which may be provided by the transportation service after review of criminal background checks.
12. The information submitted herewith is for preliminary negotiations only, does not constitute an offer or acceptance or form any agreement or contract whatsoever, and any contract or agreement between the undersigned and any recipient of this information will be binding only upon the delivery of a definitive written agreement properly executed by both sides.


Norma Jean Farley, M.D.

Request for Qualifications
Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County

RFQ No: 2010-02-06-30-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant 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.

Participant 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: Norma J. Farley, M.D. for Valley Forensics, PLLC

Address: 1511 Preston Trail

By: *Norma Jean Farley M.D.*

Printed Name: Norma J. Farley, MD

Title: Owner

OPENED

9:41am

6-30-2010

Witnessed

[Signature]