

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO SERVICE CONTRACT
C-2010-002-09-28**

This **AMENDMENT** to the **CONTRACT** for **PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES** dated September 28, 2010, by and between **HIDALGO COUNTY, TEXAS** (“County”) and **Norma Jean Farley, M.D.** (“Contractor”) is entered into between the parties effective this **24th day of May, 2011**.

WHEREAS, Contractor and County entered into a Contract dated September 28, 2010 in which Contractor agreed to provide certain services for the purpose of “Pathologist To Provide Turnkey Autopsy And Related Services” for the Hidalgo County (the “County”);

WHEREAS, the commencement date of the Contract is hereby as of September 28, 2010 and the Contractor and County now desires to amend the Service Contract to the additional modifications;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following amendment to the Contract:

1. Paragraph 6 of the Witnesseth was modified as follow:

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services from 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, pathology assistant or investigator to be available for after hours calls from law enforcement, tissue procurement agencies, justices of the peace, and the County District Attorney’s office as more

fully described in the Contractor's bid response attached herein as Exhibit "B".

2. Section 1–Obligations Of The Contractor–Has been modified as follow:

1.2 Equipment and Supplies–Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

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 **until an appropriate County Morgue Facility has been designated.**

1.3 Logistics: Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsy **services** as more fully described in the Contractor's bid response attached herein as Exhibits "A" and "B". **HOWEVER, SHOULD THE COUNTY SECURE A DESIGNATED 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 INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT (as more fully described in the Contractor's bid response attached herein as Exhibits "A" and "B").**

1.8 Availability of Contractor and Commencement of Autopsies:

Contractor agrees to provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, pathology assistant or investigator to be available for after hours calls from law enforcement, tissue procurement agencies, justices of the peace, and the County District Attorney's office as more fully described in the 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. Contract shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor must submit the name of the 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.

1.11 Criminal Proceedings: Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed, 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, written reports including but not limited to all findings from the completed autopsy and all laboratory results. **All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics. DNA, sexual assault kit, etc.) with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.**

3. Section 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 and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. Seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. 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.

2.3 Optional Malpractice Insurance—This section deleted in its entirety.

4. Section 4 OBLIGATIONS OF THE COUNTY:

4.2—This section deleted in its entirety.

4.3—This became 4.2

4.4—This became 4.3

5. Section 13 INDEMNIFICATION: 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 **TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY.** UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, 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, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

6. SECTION 14 TERMINATION OF AGREEMENT:

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.

14.4 Non-Interference: This became 14. 6 since **Termination without Cause** became 14.4 and **Termination by mutual agreement** became 14.5 as they were added to this section.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Contractor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

NORMA JEAN FARLEY, M.D.

By: _____

Its: _____

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____