



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

August 7, 2012

Dr. Norma Jean Farley, M.D.  
3100-B S. Business Hwy. 281  
Edinburg, Texas 78539

Via Certified Notice: 7011 2000 0001 9786 7379  
Email: [nfarley@rgv.rr.com](mailto:nfarley@rgv.rr.com)  
[pfarley@rgv.rr.com](mailto:pfarley@rgv.rr.com)  
[qmontero@rgv.rr.com](mailto:qmontero@rgv.rr.com)

Re: Extension Of Service Contract No: C-2010-002-09-28  
"Pathologist To Provide Turnkey Autopsy And Related Services"

Dear Dr. Farley:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract, more specifically under #6-14.2. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, August 21, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Friday, August 10, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) so as to meet the agenda request form deadlines.

By: *Norma Italy* Date: 8/10/12

Additionally, we are requesting updated certificate of insurances and your Physician Permit as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable. Those documents on file are showing they have expired.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 and or Roy Cazares, at the District Attorney's Office. Your cooperation in this matter is greatly appreciated and we hope you continue its business relationship with Hidalgo County.

Sincerely,  
**Vangie Y. Garcia, Contract's Manager**  
Hidalgo County Purchasing Department

Cc: Hon. Josephine Solis Ramirez, Assistant Criminal District Attorney, County Affairs Section  
Roy Cazares, Human Resources Coordinator

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 23<sup>rd</sup> 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 desire to amend the Service Contract to include the following additions and 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 amendments to the Contract:

1. Paragraph 6 of the Introduction ("Witnesseth") was modified as follows:

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 follows:

1.2 Equipment and Supplies– Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, **reference** histology lab services and **reference** 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 (at contracted facility only)**
2. **Counter top digital scale (for infants)**
3. **Formalin (at contracted facility only)**
4. Camera, digital
5. Large glass measuring cup
6. Ladle (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 Saws
13. Short scissors
14. Forceps (3 toothed okay)
15. Microscope
16. **Histology Laboratory (reference)**
17. **Toxicology Laboratory (reference)**
18. X-ray portable and processor (with mobile imaging at first)

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.

**The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time 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").

1.4 is omitted and replaced with Paragraph 1.5 Administration.

**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. Contractor 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 has been modified as follows:

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 is deleted in its entirety.

4. Section 4 OBLIGATIONS OF THE COUNTY will now include:

4.4— At the time a dedicated County morgue facility is established, the County shall provide the available funding to secure necessary personnel and/or staff as described in the attached Exhibit "A".

5. Section 13 INDEMNIFICATION has been modified as follows:

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 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 has been amended as follows:

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. 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.

14.5 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.6 Termination by mutual agreement. In the even a Medical Examiner System is established by the County, this Agreement will be terminated by mutual agreement of the parties.

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.

*Norma Jean Farley MD*  
By: *Norma Jean Farley, MD*  
Its: *Valley Forensics, PLLC*

HIDALGO COUNTY, TEXAS

*Ramon Garcia*  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on *5/23/11* *LD*

ATTEST:

*Arturo Guajardo Jr*  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: *Josephine L. Ramirez*  
Josephine L. Ramirez  
Assistant Criminal District Attorney - County Affairs

APPROVED BY COMMISSIONERS COURT: May 23, 2011

salary \$38,000.00.

2. Approval to create one (1) full-time Assistant Field Operations Director, slot no. 0079, budgeted salary \$51,739.00

3. Approval of revised salary schedule.

pproved 1-2

- B. **AI-26774** 1. Approval of Interlocal Agreement by and among City of Alton, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alton, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
- 2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Alton Board of Directors.

**18. Precinct #4 - Comm. J. Palacios:**

- A. **AI-26687** Authorization to proceed with Condemnation Proceedings on Trenton Drain Project Parcel 11-Sara Ellen and Samuel Childrens Partnership, L.P.

approved

**19. Budget & Management - Sergio Cruz:**

- A. **AI-26762** Discussion, consideration and approval to accept prepayment of the outstanding principle balance of Installment Agreement 2010-01 between the County of Hidalgo and Hidalgo County Drainage District No. One.

approved

**B. Budget Appropriations:**

- 1. **AI-26666** Pct. #2 Rd Maintenance (1200):
  - a. Approval of 2011 appropriation of funds into El Gato Road Project (program 051) in the amount of \$600,000.00
  - b. Approval of 2011 appropriation of funds into El Dora Road Project (program 052) in the amount of \$400,000.00.

pproved

**20. Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

- 1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
- 2. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with New Adult Detention Center:
  - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
  - b) Construction of additional pod(s)
  - c) Selection and engagement of an architect for the construction of additional pods
- 3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
  - a) Renovations of administration building
  - b) Other ongoing county owned building construction, renovation repair projects
  - c) Emergency situations occurring since last agenda meeting

othing to report

othing to report

- **4. AI-26679** a. Approval to rescind action taken by Commissioners Court on May 10, 2011-AI#26450-

approved

Final contract with Dr. Norma Jean Farley in connection to the "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" inasmuch as contract was approved and effective on September 28, 2010; and,

b. Acceptance and approval of an Amendment to reflect modifications requested by Dr. Farley to contract reviewed as for form by Hon. Josephine L. Ramirez, Asst. DA-County Affairs.

B. Pct. 2

approved

1. AI-26644 Recommendation to reject all bids received for Hidalgo County Precinct No. 2 -"Geo-Grid Reinforcement Material" RFB No.: 2011-106-04-20-SGS and requesting authorization to re-advertise with modifications to specifications.

approved

2. AI-26759 a. Approval of an Interlocal Cooperation Agreement between Hidalgo County and the City of Pharr, Texas.

approved

b. Approval of an Interlocal Cooperation Agreement Project in which Hidalgo County and the City of Pharr, Texas will assist each other on multiple projects.

C. Pct. 3

approved

1. AI-26772 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects in Precinct 3 area)

Total Scores	Javier Hinojosa	R. Gutierrez Engineering	M. Garcia Engineering
Evaluator 1	99	97	85
Evaluator 2	100	95	88
Scores	199	182	173
Average	99.5	86	86.5
Ranking	1	2	3

approved

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Javier Hinojosa for the provision of Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects on in the Precinct 3 area).

D. Pct. 4

approved

1. AI-26752 Requesting approval of a name change/correction (as requested by L & G Engineering Laboratory, LLC, dba, L & G Consulting Engineers, LLC under contract #C-11-062-04-12 (approved by CC on 04/12/11) to reflect the name of: "L & G ENGINEERING LABORATORY, LLC" for the purposes of "On-Call" Professional Laboratory Services Agreement for Hidalgo County Pct. #4.

approved

2. AI-26590 Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.

E. WIC

1. AI-26753 Requesting approval of a professional surveying services agreement with DOS LAND

**APPROVED**

AI-26679

20.A.4.

**Contract-Pathologist to Provide Turnkey Autopsy And Related Services-Hidalgo County (Dr. Norma Jean Farley)**

**CC REGULAR**

**Date:**

05/23/2011

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Hidalgo County

**Information**

**CAPTION**

a. Approval to rescind action taken by Commissioners Court on May 10, 2011-AI#26450-Final contract with Dr. Norma Jean Farley in connection to the "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" inasmuch as contract was approved and effective on September 28, 2010; and,

b. Acceptance and approval of an Amendment to reflect modifications requested by Dr. Farley to contract reviewed as for form by Hon. Josephine L. Ramirez, Asst. DA-County Affairs.

**BACKGROUND**

Contract was approved on September 28, 2010 with the commencement date as of September 28, 2010 with termination date of September 27, 2012 with one (1) year renewal at same rates, terms and conditions.

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-421-00-080-003-0-344

**FUNDS AVAILABLE Y/N?:** YES

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$519,507.68 available funds as of 05/19/11.

Services are on an as needed basis.

Services are on a case by case basis.

**Attachments**

Link: [SEPTEMBER 28, 2010 AGENDA](#)

Link: [Amendment](#)

Link: [agenda](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/19/2011 11:27 AM	APRV
2	Budget & Management	Erika Zamora	05/19/2011 11:41 AM	APRV

3 Rosalinda Cantu Rosie Cantu 05/19/2011 04:56 PM APRV  
4 Auditor's Office 05/19/2011 10:14 PM PEND  
Form Started By: Vangie Garcia Started On: 05/16/2011 01:50  
PM

Final Approval Date: 05/19/2011

---

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. 10<sup>th</sup> 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.

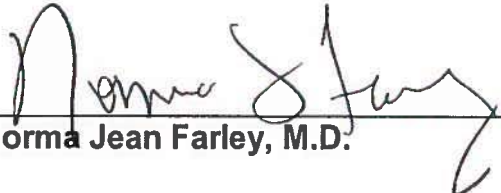
#### **23. VARIATIONS OF PRONOUNS**

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.

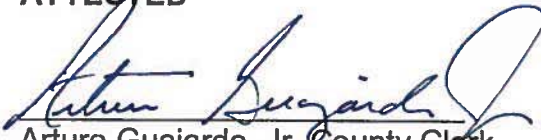
  
Norma Jean Farley, M.D.

HIDALGO COUNTY

Approved by Commissioners' Court  
on 5/23/11 RD

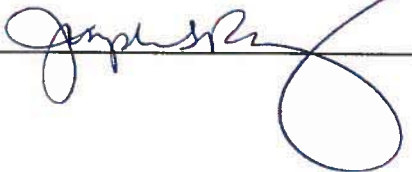
  
Ramon Garcia, County Judge

ATTESTED

  
Arturo Guajardo, Jr, County Clerk

Approved as to Form:  
Josephine L. Ramirez,  
Assistant Criminal District Attorney-County Affairs

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](mailto: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.

**Norma Jean Farley, M.D**  
Anatomic, Clinical and Forensic Pathologist  
200 S. 10<sup>th</sup> St, Ste. 1105, McAllen, TX 78501  
Tel: (956) 682-7938; Fax: 1-866-682-0360

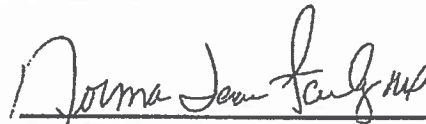
---

September 21, 2010

**Cost Proposal for  
Pathologist to Provide Turnkey Autopsy and Related Services for  
Hidalgo County at 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. 10<sup>th</sup> St, Ste. 1105, McAllen, TX 78501  
Tel: (956) 682-7938; Fax: 1-866-682-0360

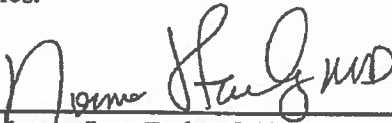
September 21, 2010

## 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, 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 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 supple 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. 10<sup>th</sup> 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 25<sup>th</sup>, 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 M<sub>4</sub> and M<sub>5</sub>*.

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, 40<sup>th</sup> 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, Reit5er 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 M<sub>4</sub> and M<sub>5</sub>.*  
**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 STATus<sup>TM</sup> 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.

**Norma Jean Farley, M.D.**  
**Autopsy Services and Expert Testimony, P.L.L.C.**  
**1023 N. 23<sup>rd</sup> 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.

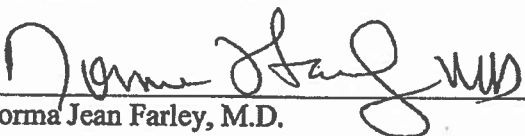
A faxed copy of each forensic autopsy will be sent to the ordering Justice of the Peace and District Attorney's Office at the completion of the case. Preliminary cause and manner of death information will also be faxed to the Justice of the Peace and District Attorney's office within 48 to 72 hours for 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, 4<sup>th</sup> 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

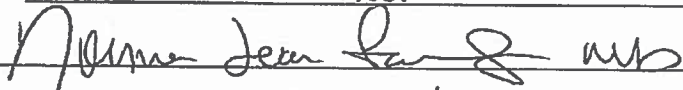
To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

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, MD. for Valley Forensics, PLLC  
Address: 1511 Preston Trail  
By:   
Printed Name: Norma J. Farley, MD  
Title: Owner

OPENED  
9:41am  
6-30-2010  
Witnessed



**EXHIBIT "C"**

**RFQ PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

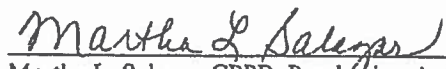
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY  
"PATHOLOGIST TO PROVIDE TURNKEY  
AUTOPSY AND RELATED SERVICES"  
RFQ No: 2010-002-06-30-otm

1. Request for Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.  
*\*\* (Page 8 must be submitted with response)*
3. Exhibit A, Requirements, consisting of 8 pages.
4. Exhibit B, Evaluation Criteria, consisting of 4 pages.  
*\*\* (Must be submitted with response)*
5. Exhibit C, Insurance Requirements, consisting of 4 pages.  
*\*\* (Must be submitted with response)*
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.  
*\*\* (Copy of receipt and this form must be submitted with response.)*
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.  
*\*\* (Must be submitted with response)*
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.  
*\*\* (Must be submitted with response)*
9. Certification Regarding Debarment, consisting of 1 page.  
*\*\* (Must be submitted with response)*
10. Draft Contract, consisting of 13 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 7, 2010  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

June 7, 2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY**  
Request for Qualifications - **"Pathologist to Provide Turnkey Autopsy and Related Services"**  
**RFQ No: 2010-002-06-30-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/otm

Enclosures

RFQ No: 2010-002-06-30-otm

Buyer: Olga T. Montero

Tel. No: (956) 292-7000 ext. 4859

## **REQUEST FOR QUALIFICATIONS**

### **HIDALGO COUNTY PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES**

**June 30, 2010**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No.: 2010-002-06-30-otm

1. **Sealed Statements of Qualifications** will be received for **"Pathologist to Provide Turnkey Autopsy & Related Services"**, 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 seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-002-06-30-otm "Pathologist to Provide Turnkey Autopsy & Related Services—Hidalgo County"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 AM, **Wednesday, June 30, 2010**. **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.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED** via facsimile to (956)292-7612 or via e-mail to [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) **BY NO LATER THAN Wednesday, June 16, 2010** at 5:00 p.m. Responses will be sent to all applicants by **Friday, June 18, 2010**. **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 vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
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 the 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 Proprietorships 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 ID 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, CPPB, Purchasing Agent, before delivery will be accepted.
- . If you need additional information call the office listed below:  
Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful vendor
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "Pathologist to Provide Turnkey Autopsy & Related Services-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  
2802 S. Business Hwy. 281  
Edinburg, TX 78539  
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	June 30, 2010
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

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 participating firms 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 45CFR76.

- ~~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 participant 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

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

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.

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

RFO 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: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_