

STATE OF TEXAS §
 § CONTRACT
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 20th day of December, 2013 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 sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the “Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit “A”; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit “B”; all of which are incorporated by reference 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 may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, 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 will 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 and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney’s office as more fully described in this Agreement and in Exhibit “A” attached herein;

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 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 measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps

15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and 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 may 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 not performed at the designated County Morgue Facility.

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, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATION OF THE COUNTY MORGUE 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 THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

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 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, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

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 forty-eight (48) 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 at the County's request, when necessary, in all criminal proceedings involving homicides and where an

autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, 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.

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 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 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.

2.2. 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.

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 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 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, 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, 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.

4.4 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, until such time as the County designates the County Morgue Facility.

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 absent or may not be available for a period exceeding forty-eight (48) hours.

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 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.

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 December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. 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 terms.

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) To the extent provided under the law, 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 (120) 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 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 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.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County:

Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. 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.

17. 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.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon 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.

19. SEVERABILITY

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

20. 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.

21. AMENDMENTS

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

22. ENTIRE AGREEMENT

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

23. 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.

24. 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.

25. 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 _____,
20____.

Norma Jean Farley, M.D.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTESTED

Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney

By: Victor M. Garza
Assistant District Attorney-County Affairs

December 20, 2013

**Cost Proposal for
Pathologist to Provide Turnkey Autopsy and Related Services for
Hidalgo County at Contracted (Funeral Home) Facility and Designated County
Morgue Facility**

- 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. Embalmed bodies - \$2,250
 - E. Exhumed bodies - \$3,500
 - F. Toxicology Only Cases- Fee from Labs only
 - G. Non-human skeletal remains
 - 1. 1-4 bones – no charge if no report stating non human remains
 - 2. 5-10 bones - \$50
 - 3. multiple bones with non human skeletal remains report \$75
 - H. Single body part, small e.g. finger or toe with report - \$150 (DNA analysis included)
 - 1. Sent to University of North Texas, packing, shipping, reviewing DNA report
 - I. Single body part large e.g. arm, leg, head with report (not a suspected homicide) - \$250
 - J. Body part(s) suspected to be a homicide - \$1000 with additional body parts recovered later at no additional charge
 - 1. Includes testimony
 - K. Unknown tissue
 - 1. uncomplicated less than 20lbs with report - \$25
 - 2. complicated less than or greater than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, microscopic slides extra) - \$150
 - L. Chart Review
 - 1. Non-homicide -\$0 - \$250 depending on difficulty of case.
 - 2. Homicide - \$500 includes testimony
 - M. 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 and conference coverage)

- N. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by Dr. Farley will be billed to the County at a rate of \$100/hour. The hourly rate will include preparation, travel, and testimony.
 - O. Autopsies will be performed at Ceballos Funeral Home until the County facility is operational with the same fees charged when operating at the County facility. All morgue expenses including personnel, 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 and personnel provided by the county.. 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.
 - P. Fees will remain in effect when autopsies are performed at the County facility.
- II. Fees not included:
- A. Histology and Microbiology
 - B. Toxicology – usually \$154.00 to \$270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (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), \$25 if warranted and County/investigative agency supplies kit,\$50 if warranted if Valley Forensics provides the kit, \$75 if not warranted and Valley Forensics supplies the 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 .cost determined by Neuropathologist.
 - 2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
 - 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.

III. Additional fees associated with County Autopsy Facility

- A. All morgue expenses are the responsibility of Hidalgo County including but not limited to:

1. Autopsy technicians
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 the County (M-F, 8am-5pm).
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.

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

Norma Jean Farley, M.D.

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone

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

EDUCATION

07/98-06/99

Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner

07/94-06/98

University of Texas Health Science Center
San Antonio, TX
Combined AP/CP Residency
Residency Director: Larry Fowler, M.D.
Chief Resident - 1997-1998

08/90-05/94

University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.

01/85-08/86

Stephen F. Austin State University
Nacogdoches, TX
B.S. in biology and Secondary Education

08/81-12/83

San Jacinto College
Pasadena, TX
Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

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

State License: Texas.

EMPLOYMENT

- 3/07-present** **Valley Forensics (Autopsy Service and Expert Testimony)**
Chief Forensic Pathologist, Hidalgo and Cameron Counties
200 S. 10th Street, Suite 1105, McAllen, TX
- 7/04-3/07** **Pathology Laboratory**
Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street, Harlingen, TX
- 7/03-7/04** **Bexar County Medical Examiner's Office**
Medical Examiner
7337 Louis Pasteur, San Antonio, TX
- 1/00-7/03** **AmeriPath South Texas**
301 South Frio Street, San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Director of Autopsy Services, Medical Director
- 11/99-1/00** **Deputy Medical Examiner (part-time position)**
Travis County Forensic Center
1213 Sabine Street, Austin, TX 78767
- 6/99-1/00** **Sedgwick County Regional Forensic Science Center**
1109 N. Minneapolis
Wichita, KS 67214
Deputy Chief Coroner-Medical Examiner
Interim District Chief Coroner-Medical Examiner
9/99-1/00
- 2/89-8/90** **Research Assistant**
University of Texas Medical School, Houston, TX
Dept. of Pathology, Steven Norris, Ph.D.
Research in Treponema pallidum, DNA sequencing, tissue
culture, MICs and MBCs of cephalosporins, quinolones, and
other compounds. Laboratory mapped DNA of
T. pallidum (Science 7/98)
- 1/87-1/89** **Research Technician**
Texas A&M University, College Station, TX
Dept. of Pathology, John Kochevar, M.D.
Research in Renal Cell Carcinoma and
Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

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

Guest Speaker/Instructor

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

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

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

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

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

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

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

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

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

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

HONORS, AWARDS AND COMMITTEES

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

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

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

Mass Disaster Planning Committee, Bexar County 2002-2003.

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

Texas Medical Association, Second Place Poster Award, 4/98.

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

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

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

PRESENTATIONS AND PUBLICATIONS

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

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

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

Tan D, Manchester LC, 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 M₄ and M₅.
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: American Journal of Clinical Pathology (Abstract), 4/98.

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

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

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). Publications: Am J Emerg Med, 1997 May;15(3):303-7.

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

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



TEXAS MEDICAL LIABILITY TRUST

P.O. Box 160140, Austin, Texas 78716

"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM

DECLARATIONS PAGE

POLICY NO. 1-124533

1	NAMED INSURED (including address) Norma J. Farley, MD 1511 Preston Trl. Harlingen, TX 78552	NAMED INSURED IS A: Individual
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2	POLICY PERIOD beginning and ending at 12:01 a.m. FROM 04/01/2013 at above stated address TO 04/01/2014
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3 PROFESSIONAL LIABILITY COVERAGE
Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
A. Professional Liability	each claim \$ 200,000	all claims \$600,000	\$5,437.00
B. Deductible (Refer to Endorsement)	\$ 0		\$0.00
C. Professional Premises Liability	each premises occurrence \$200,000	premises aggregate \$200,000	\$0.00
D. Vicarious Liability	no additional limits		\$0.00
TOTAL PREMIUM			\$5,437.00

4	TYPE OF COVERAGE OCCURRENCE
---	------------------------------------

5	Class 1D Principal Practice 81266 PATHOLOGY Territory IA County HIDALGO
---	--

6	FORMS & ENDORSEMENTS PIO0106, 98, 97, 96, 60, 42, 4, EPLI
---	--

CREDITS INCLUDED ABOVE	
Experience Discount	-\$1,036.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

Countersigned By:

Authorized Representative of
Texas Medical Liability Trust

TP

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

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY

1511 PRESTON TRL
HARLINGEN TX 78552



FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2013

PRODUCER
 Joe E. Jones
 622 N. Ed Carey Drive
 Harlingen, TX 78550



INSURED
 Autopsy Services and Expert Testimony PLLC
 200 S. 10th Ste. 1105
 McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: State Farm Lloyds	43419	25178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contents GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	90-NB-9353-5 N	01/19/2013	01/19/2014	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 63,300
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Add'l Insured:
 COUNTY OF HIDALGO
 2812 S BUSINESS HWY 281
 EDINBURG TX 78539

CERTIFICATE HOLDER

COUNTY OF HIDALGO
 2812 S BUSINESS HWY 281
 EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to

[TMB Customer Information Center](#)

Texas Medical Board

Return to [Texas Home Page](#)

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