

STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

C-16-380-12-13

**CONTRACT FOR SERVICES**

THIS Agreement, made and entered into this 13<sup>th</sup> day of December, 2016 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**, 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. The equipment and supplies provided by Contractor may change, as necessary and by written agreement of the parties. Contractor will also provide equipment and supplies for the performance of autopsies including but not limited to the following:

1. Tissue containers
2. Counter top digital scale (for infants)
3. Formalin
4. Camera, digital
5. Large measuring cups
6. Ladles (small)
7. Tea Strainer
8. Colander
9. Autopsy knives
10. Rib cutters
11. Dissecting scissors
12. Autopsy Saws
13. Short scissors
14. Forceps
15. Microscope

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

**1.3 Logistics.** Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and in the attached Exhibit "A", which is made part of this Agreement.

**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 and secure filing system, accurate and complete records of each autopsy performed. Contractor shall be responsible for maintaining any electronic filing system purchased by Contractor up to date and secure in accordance with general IT standards. Records written, produced, collected, assembled, or maintained in connection with services provided under this agreement, shall be the considered records held on behalf of the County of Hidalgo. Upon termination of this Agreement, Contractor agrees to copy and deliver to County any electronic County of Hidalgo folders and/or autopsy photographs to County, on a County storage device, 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. 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 may use qualified physicians to cover services during any absence exceeding 48 hours or to assist in the autopsy facility at her discretion, so long as the Contractor provides the name(s) and a record of qualifications of any physician(s) engaged to perform County of Hidalgo autopsies prior to the initial visit by physician(s). **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** The County may provide the available funding to secure necessary personnel and/or staff, including but not limited to Autopsy Technicians, computers, printers, and other equipment necessary to assist the Autopsy Technicians, other

County staff, and/or County contractor(s), or as required by this Agreement and as more particularly described herein the attached 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, unless arrangements are agreed upon by the County and 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 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 thirty-six (36) months commencing December 20, 2016, and ending on December 20, 2019.

**14.2 Renewal Option.** The County and Contractor shall have the 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.

## **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**

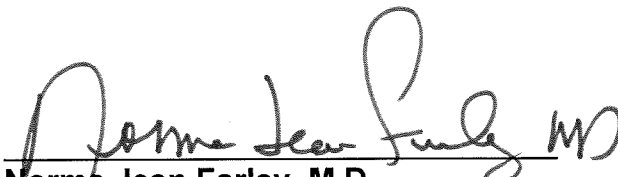
All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

## **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 29 day of March,  
2017.

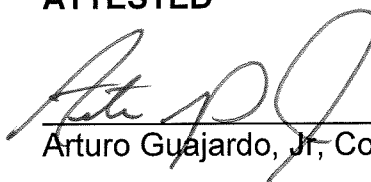
  
Norma Jean Farley, M.D.

HIDALGO COUNTY

  
Ramon Garcia, County Judge

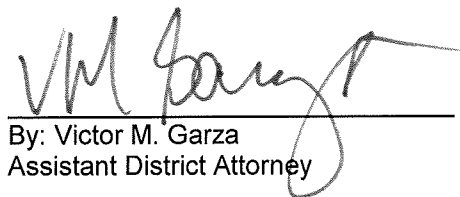
APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/13/16 

ATTESTED

  
Arturo Guajardo, Jr., County Clerk



Approved as to Form:  
Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

  
By: Victor M. Garza  
Assistant District Attorney

C-16-380-12-13

**EXHIBIT "A"**  
**CURRICULUM**  
**VITEA**  
**FORENSIC**  
**PATHOLOGIST**

**NORMA JEAN FARLEY, M.D.**  
**CURRICULUM VITAE**

**Business Address & Telephone**

Valley Forensics, P.L.L.C.  
3100-A S. Business Hwy 281  
Edinburg, Texas 78539  
956-292-7014 (office)

**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

**COMMITTEES AND APPOINTMENTS**

**Texas Forensic Science Commission** (Governor appointed), 9/09 to 10/11  
**Board of Editors**, American Journal of Forensic Medicine & Pathology, 2009–2012  
**National Association of Medical Examiners Ad hoc-Committees:** Bioterrorism and Infectious Disease Committee, International Relations Committee, Protocols for Interagency Interactions in Mass Fatality Incidents  
**Child Fatality Review**, Bexar (2003), Cameron (2005-Present) and Hidalgo Counties 2007-Present  
**Mass Disaster Planning Committee**, Bexar and Hidalgo Counties

## EMPLOYMENT

- 3/07-present**      **Valley Forensics, PLLC**  
Forensic Pathologist, Hidalgo and Willacy Counties  
3100-A S. Business Hwy 281, Edinburg, TX 78539
- 7/04-3/07**      **Pathology Laboratory**  
Anatomic, Clinical and 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
- 1/00-6/03**      **AmeriPath South Texas**  
301 South Frio Street, San Antonio, TX  
Anatomic, Clinical and Autopsy Pathologist  
Infectious Control and Medical Director, Christus Spohn Beeville Hospital  
Microbiology Director, Baptist Health System, San Antonio, TX  
Director of Autopsy Services
- 11/99-1/00**      **Deputy Medical Examiner (part-time position)**  
Travis County Forensic Center, 1213 Sabine Street, Austin, TX 78767
- 6/99-12/99**      **Sedgwick County Regional Forensic Science Center**  
1109 N. Minneapolis, Wichita, KS 67214  
**Deputy Chief Coroner-Medical Examiner**  
**Interim District Chief Coroner-Medical Examiner**  
9/99-12/30/99
- 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      Adjunct Assistant Professor, University of Texas Medical School at San Antonio,  
Department of Pathology.  
2005-Present      Cameron County Medical Society  
1990-Present      Texas Medical Association  
2012-Present      American Academy of Forensic Sciences

## **GUEST SPEAKER/INSTRUCTOR**

***Synthetic Drug Abuse in the RGV - Panel Discussion***, Panel Member, September 22, 2015

***Mass Fatality and Death Investigation***, South Texas Hurricane Conference, April 15, 2015

***Fatal Abuse in Infancy and Childhood***, 18th Annual Trauma Symposium. South Padre Island, March 27, 2015

***Gunshot Wounds and Firearm Deaths and Drug Cartel Violence in South Texas*** (Guest Speaker), British Association in Forensic Medicine Scientific Meeting, Lumley Castle, Chester-le-Street, County Durham, United Kingdom, November 21-22, 2014

***Mass Fatality***, South Texas Hurricane Conference, June 5, 2014

***Traumatic Injuries due to Motor Vehicle and Other Road Related Fatalities and Fatal Abuse in Infancy and Childhood***. 15th Annual Trauma Symposium, South Padre Island, March 29-30, 2012

***Gunshot Wounds and Evidence. Sharp Force Injuries***. 14th Annual Trauma Symposium, Bridging the Trauma Gap. South Padre Island, March 23-25, 2011

***Infant Death Scene Investigation: An MEs Wish List***. 7<sup>th</sup> Annual Rio Grand Valley Seminar in Forensic Sciences. South Padre Island, TX, Nov.11-13, 2010

***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

***Fatal Abuse in Infancy and Childhood; Sudden Infant Death Syndrome; and Death Investigation***. 2007 Forensic Symposium, Seminar in Forensic Sciences, 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

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

## **PRESENTATIONS AND PUBLICATIONS**

**Farley, NJ**, *Hydrogen Sulfide Suicides, Scene Investigation, Body Transportation and Autopsy Findings*, National Association of Medical Examiners, 2013 Annual Meeting, Milwaukee, WI, Oct. 12, 2013

D. Kimberley Molina, MD, Arthur Clarkson, MD, Katherine L. Farley, and **Norma J. Farley, MD**, *A Review of Blunt Force Injury Homicides of Children Aged 0 to 5 Years in Bexar County, Texas, From 1988 to 2009*, Publication ahead of print: *Am J Forensic Med Pathology*, 2012 Dec;33(4):344-8

**Presentation:** *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

**Farley, Norma J.** and Ruth E. Kohlmeier, *A Death due to Subinvolution of the Uteroplacental Arteries. A Case Report and Literature Review*, *Journal of Forensic Sciences*. 2011 May, 56(3): 803-806

**Presentation:** American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010.

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, Reiter 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>*

**First Place Podium Presentation:** Texas Society of Pathologists, 2/98

**Second Place Platform Presentations:** Texas Medical Association, 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, 2/9

**Farley, NJ**, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATus™ CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room*, *Am J Emerg Med*, 1997 May;15(3):303-7

**Presentation:** ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996).

**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

C-16-380-12-13

**EXHIBIT "B"**  
**COST PROPOSAL**  
**FORENSIC**  
**PATHOLOGIST**

**Norma Jean Farley, M.D**  
**Anatomic, Clinical and Forensic Pathologist**  
**3100-A S. Business Hwy 281, Edinburg, TX 78539**  
**Tel: (956) 292-7014; Fax: 1-866-682-0360**

---

**Cost Proposal for  
Pathologist to Provide Turnkey Autopsy and Related Services for  
Hidalgo County at Hidalgo County Forensic Facility**

This proposal is contingent on the Hidalgo County Forensic Center at 3100A S. Business Hwy 281 in Edinburg Texas being fully functional and operational as the County Morgue Facility.

- I. Fees
  - A. Full autopsy (head and body)
    - 1. Natural death: - \$1,500
    - 2. Unnatural or Undetermined Manner of Death: \$1,650
    - 3. Homicides: \$1,750
    - 4. Fetal death: \$1500
  - B. Partial – \$1,200
  - C. External examinations – \$1,050.
  - D. Embalmed bodies - \$2,250
  - E. Exhumed bodies - \$3,500
  - F. Toxicology Only Cases- Fee from NMS Labs only
  - G. Non-human skeletal remains
    - 1. 1-4 bones – no charge if no report stating non human remains
    - 2. 1-4 bones - \$25 with report stating non human remains
    - 3. 5-10 bones - \$50
    - 4. Greater than 10 bones with non human skeletal remains report - \$75
  - H. Single body part, small (e.g. finger or toe) with report - \$150 (DNA interpretation included)
  - I. Single body part large (e.g. arm, leg) with report including DNA interpretation (not a suspected homicide) \$250
  - J. Body part(s) suspected to be a homicide or from a kidnap victim- \$1000. This fee will be deducted from the cost of the autopsy if the body is later found.
  - K. Unknown tissue
    - 1. Uncomplicated less than 20lbs with report - \$25
    - 2. Complicated less than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, DNA interpretation. (microscopic slides extra) - \$150
  - L. Chart Review
    - 1. Non-homicide \$250
    - 2. Homicide - \$500 includes testimony

- M. The cost of testimony by Dr. Farley on cases other than homicides (e.g. motor vehicle accidents, pedestrian struck by motor vehicle) will be billed to the County at a rate of \$100 per hour. The hourly rate will include time spent on preparation, travel and testimony.
  - N. Review of material and/or testimony at the request of Hidalgo County on homicides or other individuals which were not autopsied by Dr Farley will be billed at a rate of \$100/hour. The hourly rate will include preparation, travel, and testimony.
- II. Autopsy cost includes:
- A. Office manager, front lobby receptionist and administrator for Valley Forensics
  - B. CD of photographs for District Attorney's office and investigating agency on request.
  - C. Transcription costs.
  - D. Testimony for homicide cases at no charge; however, only while under contract.
  - E. Morgue supplies (gloves, knives, aprons, ect.)
  - F. Locum tenens pathologist as needed or a second full or part time pathologist as the autopsy case load increases.
- III. Fees not included:
- A. Histology and Microbiology
  - B. Toxicology – usually \$162.00 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 on some natural cases.
  - C. Sexual Assault Kit - \$50
  - D. DNA card – When requested by the investigative agency and obtained on all homicides - \$2 per card.
  - E. DNA testing only when needed - usually homicides/decomposed bodies. These cases will be discussed with the Justice of the Peace and 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 individuals when needed, microbiology on suspected infectious cases and infants when needed.
  - J. Maintenance or repair costs not included for any equipment or items not owned by Valley Forensics, PLLC.
  - K. Office supplies including Medicolegal Authorization forms for autopsies and property forms, computers, printers and other equipment necessary to assist the Autopsy Technicians, other county staff, and County Contractor(s).
- IV. Hidalgo County Forensic Center autopsy facility
- A. Morgue expenses and autopsy technicians (2) are the responsibility of Hidalgo County unless delineated elsewhere in this contract including but not limited to:
    - 1. Autopsy technicians – 2
    - 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 (working hours M-F, 8am-5pm).
    - 3. Security for the building (monitored access) and maintenance
    - 4. Medical/morgue biohazard material disposal, tissue disposal and waste disposal, including sharps (needle) pick up.
    - 5. All utilities for the building, janitorial and IT assistance to include internet service and telephone service.
    - 6. Building and grounds maintenance
    - 7. Towels, and/or towel service.
  - B. Autopsies will be performed at the renovated Hidalgo County Forensic Center.
- V. Forensic services for Counties other than Hidalgo County
- A. If the County and Dr Farley both agree to contract with other Texas Counties to provide autopsies and forensic services, such as currently established with Willacy County:
    - 1. The terms and conditions of the contracts must agreeable to Dr Farley and Hidalgo County
    - 2. Dr Farley will bill separately for autopsy fees and forensic services which shall belong solely to Dr Farley.
    - 3. Hidalgo County would establish a morgue fee for contracted counties for each autopsy performed at the Hidalgo County Forensic Center to compensate for services, including storage of body, autopsy technicians, and tissue and autopsy folder storage.
    - 4. Hidalgo County Autopsy Technicians shall assist the doctor(s) in performance of autopsies and forensic services for all autopsies.

## VI. Transport

- A. Dr. Farley may contract with a third party for the transportation of decedents at a cost not to exceed \$125 per decedent, unless the County contracts with a third party vendor. The transport service under the supervision of Dr. Farley will report information to the morgue facility staff pertaining to the circumstances of each death, the investigative agency point of contact information, and the Justice of the Peace. All paperwork accompanying the body will be faxed to the pathologist or on call staff after hours. This information is necessary in order to determine if a case is suspicious for a homicide and may require additional information from law enforcement, medical staff or family members. Suspicious or homicide cases may need evidence collected, fingerprint identification and/or an autopsy after standard operating hours. More than half of the cases currently coming to the morgue facility have “unknown” circumstances written on the medicolegal authorization form with no other information provided.
  
- B. If the County contracts with a third party vendor, vendor shall be responsible for the transport and delivery of corpses to the County morgue facility. Vendor shall report information to the morgue facility staff pertaining to the circumstances of each death, the investigative agency point of contact information, and the Justice of the Peace. A thirty (\$30) fee shall be assessed in order to provide personnel to receive the corpse and obtain the necessary information and fax the paperwork on each corpse delivery after hours. A copy of the Justice of the Peace Order(s) shall be provided to the third party vendor, if requested.

C-16-380-12-13

**EXHIBIT "C"**  
**INSURANCE**  
**REQUIREMENTS**  
**FORENSIC**  
**PATHOLOGIST**

Texas Liability Insurance Card



Named Phillip T Farley  
Insured(s): Norma Jean Farley

[Redacted]  
[Redacted]

Marshall Hutts Rd  
Rio Hondo, TX 78583-3456

Vehicle: 2006 Chevrolet Truck Slvrdo 1500 Cr Pu  
4Wd  
VIN: 2GCEK13T761215609

Registered Phillip T Farley  
Owner(s):

Policy Number: 045144009  
Effective: 10/19/2016  
Expiration: 4/19/2017

NAIC Number: 24392  
Your Agent: Kent W Jones  
1102 E Tyler Ave  
Harlingen, TX 78550  
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (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.

Texas Liability Insurance Card



Named Phillip T Farley  
Insured(s): Norma Jean Farley

[Redacted]  
[Redacted]

Marshall Hutts Rd  
Rio Hondo, TX 78583-3456

Vehicle: 2012 Toyota Highlander 4D 4WD  
Limited  
VIN: 5TDDK3EH4CS167149

Registered Norma J Farley  
Owner(s):

Policy Number: 045144009  
Effective: 10/19/2016  
Expiration: 4/19/2017

NAIC Number: 24392  
Your Agent: Kent W Jones  
1102 E Tyler Ave  
Harlingen, TX 78550  
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (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.

Texas Liability Insurance Card



Named Phillip T Farley  
Insured(s): Norma Jean Farley

[Redacted]  
[Redacted]

Marshall Hutts Rd  
Rio Hondo, TX 78583-3456

Vehicle: 2002 Mitsubishi Montero 4D 4X4  
Limited  
VIN: JA4MW51R12J026639

Registered Phillip T Farley  
Owner(s):

Policy Number: 045144009  
Effective: 10/19/2016  
Expiration: 4/19/2017

NAIC Number: 24392  
Your Agent: Kent W Jones  
1102 E Tyler Ave  
Harlingen, TX 78550  
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (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.

FOLD HERE



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2016-129052

Date Filed:  
 10/26/2016

Date Acknowledged:  
 10/31/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Autopsy Services and Expert Testimony, PLLC  
 Edinburg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-16-380-00-00  
 Autopsy and Forensic Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Farley, Norma            | Edinburg, TX United States               | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Autopsy Services and Expert Testimony, PLLC  
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-380-00-00  
Autopsy and Forensic Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Farley, Norma            | Edinburg, TX United States               | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Norma J. Farley  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Norma Jean Farley, M.D., this the 26<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

Olga Montero  
Signature of officer administering oath

Olga Montero  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**TEXAS MEDICAL BOARD**

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

**PHYSICIAN FULL PERMIT**

LICENSE/PERMIT NUMBER

J9873

NORMA JEAN FARLEY, MD  
24215 PRESTON TRL  
HARLINGEN TX 78552-6341

EXPIRATION DATE

08/31/2017

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



## PUBLIC VERIFICATION / PHYSICIAN PROFILE

### PHYSICIAN

**NAME:** NORMA JEAN FARLEY MD      **DATE:** 11/29/2016

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED  
BY THE TEXAS MEDICAL BOARD

**Date of Birth:** 1961  
**License Number:** J9873 Full Medical License  
**Issuance Date:** 06/22/1996  
**Expiration Date of Physician's Registration Permit:** 08/31/2017

|                                    |                                      |
|------------------------------------|--------------------------------------|
| <b>Registration Status:</b> ACTIVE | <b>Registration Date:</b> 09/11/1996 |
| <b>Disciplinary Status:</b> NONE   | <b>Disciplinary Date:</b> NONE       |
| <b>Licensure Status:</b> NONE      | <b>Licensure Date:</b> NONE          |

**Medical School of Graduation:**  
At the time of licensure, TMB verified the physician's graduation from medical school as follows:  
UNIV OF TEXAS MED SCHOOL AT SAN ANTONIO, SAN ANTONIO, TX

**Medical School Graduation Year:** 1994

#### TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

#### Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

**Specialty Certification:** AMERICAN BOARD OF PATHOLOGY/ANATOMIC & CLINICAL PATHOLOGY

**Date:** 1998

**Primary Specialty**

The physician reports his/her primary practice is in the area of PATHOLOGY.

**Secondary Specialty**

The physician reports his/her secondary practice is in the area of FORENSIC PATHOLOGY.

**Name, Location and Graduation Date of All Medical Schools Attended**

**Name:** UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO

**Location:**

**Graduation Date:** 05/1994

**Graduate Medical Education In The United States Or Canada**

**Program Name:** UNIV OF TX HLTH SCI CTR AT SAN ANTONIO

**Location:** SAN ANTONIO, TX

**Begin Date:** 07/1994

**Type:** INTERNSHIP

**End Date:** 07/1995

**Specialty:** PATHOLOGY

**Program Name:** NONE

**Location:** SAN ANTONIO, TX

**Begin Date:** 07/1995

**Type:** RESIDENCY

**End Date:** 07/1998

**Specialty:** PATHOLOGY

**Program Name:** BEXAR COUNTY MEDICAL EXAMINERS OFFICE

**Location:** SAN ANTONIO, TX

**Begin Date:** 07/1998

**Type:** FELLOWSHIP

**End Date:** 06/1999

**Specialty:** FORENSIC PATHOLOGY

**Hospital Privileges**

The physician reports that he/she has hospital privileges in the following in the State of Texas:

NONE

**Utilization Review**

The physician did not report whether he/she provides utilization review.

NONE REPORTED

which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

**Disciplinary Actions By Other State Medical Boards**

The physician has reported the following:

Description: NONE

**Physician Assistant Supervision**

To obtain primary source verifications, click name

Description: NONE

**Advanced Practice Nurse Delegation**

To obtain primary source verifications, click name

Description: NONE

**Summary of all License/Permit Types**

**Issue Date:**

07/01/1994

**Type:**

INSTITUTIONAL PERMIT

06/22/1996

LICENSED PHYSICIAN

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Please contact Pre-Licensure, Registration and Consumer Services at (512) 305-7030 for assistance.

December 13, 2016



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
December 13, 2016  
9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1. Roll Call**

All members of the court were present at the meeting.

**2. Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

**3. Prayer**

Julia Sullivan Benitez led the courtroom in Prayer.

**4. Approval of Consent Agenda**

The court approved the consent agenda for the exception of Item.11.B.3 to be further discuss.

**5. County Judge's Office:**

**A. AI-57766 Resolution in Honor of Precinct 1 Commissioner A.C. Cuellar, Jr.**

Judge Garcia read a resolution in honor of Precinct 1 Commissioner A.C. Cuellar, Jr. for his humble public service to the people of Hidalgo County since taking office in 2013.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

Members of the public recognized and accredited the commissioner for all the improvements accomplished during his term. County colleagues expressed thanks and gratitude to the commissioner for the support provided during various projects. Family and friends supported Commissioner Cuellar at the last meeting of his term.

State Representative Armando "Mando" Martinez presented Commissioner Cuellar with the official flag from the State Capital which flew over the capital on Labor Day.

Ricardo Rodriguez, Jr. Criminal District Attorney, reminisced about the humble beginnings of Commissioner Cuellar and himself, working on the fields. Rodriguez, remarked that even at that time they were already providing a public service to the county. The district attorney recognized the work accomplished by the commissioner and for all the endure work by the precinct 1 staff.

*Court proceeded to Item.6.A.*

**B. AI-57762 Discussion and approval the Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.**

Commissioner Flores stepped away from the meeting.

Michael Leo informed that nothing is changing, they're only asking for re-approving.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 – Unanimously

**Vote:** 3 - 0 - Unanimously

3. **AI-57507** A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

**APPROVED**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

Martha Salazar stated that this is subject to final legal review and compliance by the district attorney's office. It has been attached to the agenda but will provide a final review before it's executed.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**B. Pct. 1**

1. **AI-57719** A. Recommendation by project engineers, LeFevre Engineering & Management Consulting, LLC, & TEDSI Infrastructure Group to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov , for the following FEMA projects in the amounts listed:

|   | PROJECT NAME  | PROJECT NO.    | AWARD RECOMMENDATION TO VENDOR:     | AMOUNT:        |
|---|---|----------------|-------------------------------------|----------------|
| 1 | Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Indian Hills Subdivision                                      | 2016-399-12-07 | IOC Company                         | \$1,280,979.70 |
| 2 | Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 13 1/2 North Road, Mile 11 North Road, and Yvette Circle | 2016-398-12-07 | 2GS, LLC dba Earthworks Enterprises | \$519,662.30   |

Martha Salazar informed that there were concerns regarding funding not being recognized at this time. However, at the moment in order to award a bid, funding must be in place and sufficient. Second concern was running out of time, however, it's still good until May 2017.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, [unless otherwise voiced/announced by Current Commissioner ] to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

December 13, 2016

2. **AI-57645** Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO increases for HC Commissioner Pct #1:
- Purchase Order Increases # 752757,753067, 751919
  - Requisition: 310264,310267,310255,310236

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**C. Pct. 2**

1. **AI-57726** A. Requesting authority to advertise in accordance with Government Code, Title 10, SUBCHAPTER F. CONSTRUCTION MANAGER AT RISK, TWO [2] STEP PROCESS for the: Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];

**Correction:** *It does include the Gilmore Kitchen.*

*Martha Salazar informed that this item is subject to final legal review.*

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval subject to final legal review.

**Vote:** 3 - 0 - Unanimously

B. Approval of the CMAR procurement packet for the Design and Construction of a Multi-Use Facility to be located on the site of the current Palmer Pavilion Building [does not include the Gilmore Kitchen];

**Correction:** *It does include the Gilmore Kitchen.*

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

*Also subject receiving the transfer form, which it was received a few minutes ago.*

C. Requesting a declaration of "Surplus" for the purpose of disposition through demolition/destruction the Palmer Pavilion Building/Structure [41 years old/fully depreciated as supporting documentation confirms] not to include Gilmore Kitchen [through sealed quotes by Pct. 2 staff but in no event to exceed \$50K].

*This does not include the demolition of Gilmore Kitchen.*

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

2. **AI-57688** A. Pursuant to Texas LGC Chapter/Section 263.151 (2)(B)(C)(CD) and 263.152 (a)(2) action to declare one (1) 2007 Terex TX970B Backhoe one (1) 2004 Terex TX760 Backhoe and one (1) JCB Model 215S Backhoe as "Surplus" [detailed & described in the Exhibit attached herein] for the purpose of disposition [of the 3 units] for use as "Trade-Ins" toward the acquisition of new units;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Approval to Purchase through Buyboard awarded vendor, John Deere Construction Retail Sales via Contract 515-16 - two (2) - 410L Backhoe Loader through Requisition #310098 in the amount of \$176,992.00 for Pct. #2.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**TEXAS MEDICAL BOARD**

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

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

NORMA JEAN FARLEY, MD  
37743 MARSHALL HUTTS RD  
RIO HONDO TX 78583-3456

EXPIRATION DATE

08/31/2019

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