

**EXHIBIT "A"**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR QUALIFICATIONS**

**"Pathologist to Provide Turnkey Autopsy and Related Services"**

**RFQ Number: 2020-380-00-00**

(NIGP-CODES: 952-09-Autopsy/Coroner Services;  
961-40: Forensic Services)

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide "**Turnkey Autopsy and Related Services**" for Hidalgo County on an "As needed basis" as specified herein. **This services is contingent on the Hidalgo County Forensic Center at 3100A S. Business Hwy 281 in Edinburg, Texas being fully functional and operations as the County Morgue Facility.** Statements of qualifications will be accepted until **9:30 A.M., Wednesday, \_\_\_\_\_ 2020. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**Deliver Submittal to:**  
**RFQ Number: 2020-380-00-00**  
**Martha L. Salazar, CPPB, Purchasing Agent**  
**Hidalgo County Purchasing Department**  
**2812 S. Business Hwy 281**  
**Edinburg, Texas 78539**

**The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

#### **SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281 (New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN** Wednesday, \_\_\_\_\_ at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via Email by Friday, \_\_\_\_\_. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**PROPOSER'S AFFIDAVIT:** Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQS:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish

satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:** Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**PROPOSAL DELIVERY:** Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the sealed envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:** In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**ADDITIONAL INFORMATION TO SUBMITTERS:**

Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

All costs and expenses associated with the preparation and submission for (bid, proposal, qualifications and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed on onto Hidalgo County.

**Project Description, Overview & Options:**

Hidalgo County is attempting to negotiate a contract for a facility at which the contracted physician will perform autopsies and related services. In the event Hidalgo County is successful in securing such contract. The physician will be asked to reduce the turnkey fee which includes a facility. It will

be Hidalgo County's option to award the contract that is most advantageous to Hidalgo County. Physician agrees to abide by Hidalgo County's decision, if Hidalgo County awards a contract at a location other than a "Turnkey Solution".

\*Note: In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the complete staffing, equipping and hiring of a medical examiner office/facility.

## **SECTION II RFQ REQUIREMENTS:**

**Request For Qualifications:** The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original two (2) copies** of the RFQ shall be submitted to the address on the cover letter.

### **Project Overview:**

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

### **Scope of Services:**

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, reference histology lab and reference toxicology Lab to provide and render the services required by Hidalgo County.
2. Physician contracted will also provide all equipment and all supplies necessary to perform the autopsies including but not limited to the following:
  - a. Tissue containers (at contracted facility only);
  - b. Counter top digital scale (for infants);
  - c. Formalin (at contracted facility only);
  - d. Camera, digital;
  - e. Large glass measuring cup;
  - f. Ladle (small stainless steel-1 prefer plastic);

- g. Tea strainer;
  - h. Colander;
  - i. Autopsy knives (do not need disposable);
  - j. Rib Cutters;
  - k. Mayo dissecting scissors;
  - l. Autopsy Saws;
  - m. Short scissors;
  - n. Forceps (3 toothed okay)
  - o. Microscope;
  - p. Histology Laboratory (reference);
  - q. Toxicology Laboratory (reference);
  - r. X-ray portable and processor (with mobile imaging at first);
3. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.
  4. A post mortem examination of the body of a person, including x-rays 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 and chemical tests of body fluids; and
  5. Testifying, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.
  6. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
  7. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.
  8. Turnkey Service; Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.
  9. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.

10. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.
11. Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).
12. The contractor shall provide insurance coverage at all times during the term of the contract. The contractor shall carry professional liability insurance in the amounts of \$100,000.00/300,000.00 at the Contractor's expense and will provide general liability insurance covering contractor's 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.

### **Qualifications for the Pathologist:**

#### **A. Education-Forensic Science:**

The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
2. Residency in pathology (four years);
3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas.

#### **B. Additional Educational Requirements (Foreign Medical Student):**

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;
3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association,

Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

### **C. Certification(s):**

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about thirty (30) approved programs in forensic pathology. The approved programs may consist of:

1. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
2. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

### **D. Forensic Professional Associations**

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

- The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);
- The American College of Legal Medicine (full fellowship is granted only associate membership);
- The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

**Contents:** The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

### **A. Complete and current "Curriculum Vitae" to include:**

1. Education
2. Qualifications
3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

**B. Expertise:**

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

**C. Experience:**

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

**D. Understanding of the Scope of Services Required**

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.
2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

**\*\*\*PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.\*\*\*

**PART III-SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

**Proposal Ranking:** An Evaluation Committee designated/assigned by Commissioner's Court, may score and evaluate the written RFQs. **As part of evaluation process the Committee will interview the candidates.** The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician.

**Negotiation Process:** If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

**Any contract awarded to a successful submitter will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

**EVALUATION:** The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

**All information requested must be provided in order to be considered. Failure to provide information requested will be grounds for a disqualification for the position.**

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# **EXHIBIT “B”**

## **HIDALGO COUNTY REQUEST FOR QUALIFICATIONS**

### **Pathologist to Provide Turnkey Autopsy and Related Services**

**RFQ Number: 2020-380-00-00-YZV**

#### **SELECTION CRITERIA**

# SELECTION CRITERIA

## RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### **1. Educational Requirements (15)**

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

- \* the minimum requirements were met (05)
- \* the minimum requirements were exceeded (10)

### **2. Expertise (25)**

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

### **3. Experience Providing Comparable Services (30)**

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

**Hidalgo County reserves the right to inquire in connection to the references provided.**

### **4. Understanding of Project, Commitment & Completeness of SOQ Submitted (30)**

The proposal shall include the following:

- \* Understanding of project with Commitment to render all services as detailed herein (see scope of services) (15)
- \* completeness of submission of all required documentation provided (15)

### **5. Interview (up to 20 points) \* Bonus Points**

**EVALUATION CRITERIA SCORING SHEET**  
**"PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY**  
**AND RELATED SERVICES"**

All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness. The evaluation will be based, but not limited to, on the following criteria:

	<u>Maximum points</u>	<u>Total Pts.</u>
<b>I. Educational Requirements:</b>	<b>15 points</b>	_____
a. Minimum educational requirements met (05 pts)		
b. Exceeds minimum educational requirements (10 pts)		

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>II. Expertise:</b>	<b>25 points</b>	_____
Board Certified of Specialization Held:		
a. Years held		
i. One (1) (05 pts)		
ii. Two (2) (10 pts)		
iii. Three (3) (10 pts)		
b. Letter of Good Standing from Medical Examiner's Board (15 pts)		

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>III. Experience providing comparable services:</b>	<b>30 points</b>	_____
a. 0-5 years experience in forensic pathology (10 pts)		
b. 6 years or more (20 pts)		

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>IV. Understanding of project, Commitment &amp; Completeness of SOQ submitted:</b>	<b>30 points</b>	_____
a. Understanding of project with commitment to render all services Required, including access to Autopsy Facility in Hidalgo County. (15 pts)		
b. Completeness of submission of all required documentation provided (15 pts)		

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>V. Interview (up to 20 points) *Bonus points*</b>		_____
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**Total Overall Points:** \_\_\_\_\_

Name of Provider/Company: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Dept/Prct. \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO   §

**CONTRACT FOR SERVICE  
C-20-380-00-00**

THIS Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between **HIDALGO COUNTY, TEXAS** (the "County") and \_\_\_\_\_, 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 \_\_\_\_\_, 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 afterhours 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;

**N.O.W, 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 afterhours 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.

(8). **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

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

If to County:

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

**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.

***SIGNATURE PAGE TO FOLLOW***

## **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

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

Approved By Commissioners Court On: \_\_\_\_\_

COUNTY OF HIDALGO

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

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

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

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

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

\_\_\_\_\_  
, Assistant District Attorney

C-20-380-00-00

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

C-20-380-00-00

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

C-20-380-00-00

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