



STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE**

**C-21-183-01-26**

THIS Agreement, made and entered into this 26<sup>TH</sup>, day of January 2021, by and between **HIDALGO COUNTY, TEXAS** (the "County") and **Dr. Fulgencio P. Salinas, 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 physician to perform autopsies and related services on an as needed basis in accordance with Chapter 49 of the Code of Criminal Procedure;

**WHEREAS**, the parties recognize that the performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, necessary to practice medicine related to performing autopsies and related services;

**WHEREAS**, County desires to contract with a competent licensed physician to provide professional turnkey autopsies and related services more particularly described in this Agreement.

**WHEREAS**, Contractor submitted both a cost proposal to provide professional turnkey autopsies and related services for Hidalgo County, attached hereto as Exhibit "A"; and Contractor's Curriculum Vitae attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made part of this Agreement;

**WHEREAS**, pursuant to Texas Government Code Section 2254.004 and Section 262.024, "The Professional Services Procurement Act," the County can select and contract with a professional services provider on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price to assist the County by providing said services; and

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.

## 8. TERM OF AGREEMENT

8.1 **Term.** Initial term of contract will commence upon award and execution of contract February 15, 2021 thru February 14, 2022 for a one (1) year term with the County's sole option to renew for an additional two (2) one (1) year terms under the same fees/rates, terms and conditions.

### 8.2 **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 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

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

**CONTRACTOR**

*Fulgencio P. Salinas*

Fulgencio P. Salinas, M.D.

**COUNTY OF HIDALGO**

*Richard F. Cortez*

Richard F. Cortez, County Judge

ATTEST:

*Arturo Guajardo Jr.*

Arturo Guajardo Jr., County Clerk



Approved By Commissioners Court On:

APPROVED BY  
COMMISSIONERS COURT  
ON: 1/26/21

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

*Victor M. Garza*

Victor M. Garza, Assistant District Attorney