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ROUTE TO:
Comm Pct 1 _____
Comm Pct 2 _____
Comm Pct 3 _____
Comm Pct 4 _____
Admin Serv _____

September 29, 2011

Dear Honorable JUDGE MIKE BROWN;

Lubbock County through the Lubbock County Medical Examiner's Office would like to continue to offer forensic pathology services to your county for fiscal year 2012.

Enclosed you will find three copies of an agreement for medical examiner services between Lubbock County and TOM GREEN County. This agreement is from October 1, 2011 to September 30, 2012. Pricing for the contract has not changed. If this contract meets with your approval, please present it to your Commissioners Court for approval at your earliest convenience. Once signed, please return all copies to my office at the address below. I will then return one to you for your records.

Please feel free to call Rosa Hernandez, the Medical Examiner's Office Sr. Forensic Specialist at (806) 687-9434 if you have any questions regarding the facility or the Interlocal Agreement.

Sincerely,

Tom Head
Lubbock County Judge

Enclosures

Office Address:

Lubbock County Medical Examiner's Office
4434 South Loop 289
Lubbock, TX 79416

STATE OF TEXAS § MEDICAL EXAMINER SERVICES
 § FISCAL YEAR 2012
COUNTY OF LUBBOCK § TOM GREEN COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and TOM GREEN COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS , CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

**ARTICLE I
SERVICES TO BE PERFORMED**

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

1. Provide autopsy services in accordance with the following:
 - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
 - b. Texas Health and Safety Code, sec 671.011, 672.012 and Chapter 693
 - c. Occupations Code, Chap. 151 (The Medical Practice Act)
 - d. Texas Government Code, Chap. 552 (Public Information Act)
2. Upon request, perform autopsies in all instance required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
3. Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the forensic pathologist.

4. Create a record, either electronic or printed, of the autopsy findings.
5. Allow attendance at the autopsy procedure by appropriate investigative agency(s).
6. Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434. A description of the circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide copies of the investigation reports of the law enforcement agency involved, such reports shall remain the property of the law enforcement agency providing same.
5. Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following retrieval options:
 - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
 - b. CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice COUNTY for the cost of shipping, plus ten (10) percent; or
 - c. CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

CONTRACTING COUNTY shall respond in writing to LUBBOCK COUNTY as to which option it has selected within ten (10) days of receipt of notice.

ARTICLE II AUTOPSY RECORDS

All written CONTRACTING COUNTY autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigator's reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by LUBBOCK COUNTY. A copy of the autopsy report and toxicology report will be provided to CONTRACTING COUNTY by LUBBOCK COUNTY. Other retained material will be available by specific request.

ARTICLE III COURT APPEARANCES

- A. Appearances during court hearings and trials are a critical function of medical examiner services, LUBBOCK COUNTY will cooperate, to the fullest extent of the law with the CONTRACTING COUNTY District Attorney and with any law enforcement agencies having jurisdiction over a given case.
- B. As part of the services under this Agreement, LUBBOCK COUNTY's forensic pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in any criminal case. Such appearances will be limited to those cases where the LUBBOCK COUNTY forensic pathologist performed the autopsy and to such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- C. LUBBOCK COUNTY shall be reimbursed, in accordance with Attachment A for all fees and expenses associated with such appearances as well as pre-trial consultation and record reviews, evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

ARTICLE IV CATASTROPHIC EVENTS

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters or other large-scale emergencies. Neither LUBBOCK COUNTY nor CONTRACTING COUNTY will be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of LUBBOCK COUNTY or CONTRACTING COUNTY and which by the exercise of due diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this

section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

ARTICLE V CREDENTIALING

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

ARTICLE VI COMPENSATION

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
 - 1. Laboratory tests, including toxicology;
 - 2. Radiology, including x-rays;
 - 3. Dental examinations, including x-rays;
 - 4. Anthropology examinations, including x-rays.
- C. LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at 122 W. Harris, San Angelo, TX 76903. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.

**ARTICLE VII
TERM AND TERMINATION**

- A. The original term of this Agreement begins October 1, 2011 and ends September 30, 2012.
- B. This Agreement may be renewed annually by mutual agreement of the parties.
- C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

**ARTICLE VIII
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE IX
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY: Thomas V. Head
 Lubbock County Judge
 P.O. Box 10536
 Lubbock, TX 79408-3536

With a copy to: Sridhar Natarajan, M.D.
 Lubbock County Chief Medical Examiner
 4434 South Loop 289
 Lubbock, TX 79414

CONTRACTING COUNTY: Mike Brown
 County Judge
 122 W. Harris
 San Angelo, TX 76903

**ARTICLE X
GENERAL PROVISIONS**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas; venue shall be in Lubbock County, Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 18 day of Oct, 2011.

LUBBOCK COUNTY

TOM GREEN COUNTY

Tom Head, County Judge



Mike Brown, County Judge

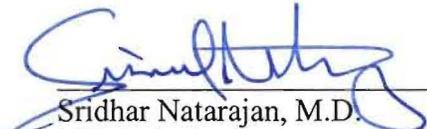
ATTEST:

Kelly Pinion, County Clerk

ATTEST:

COUNTY CLERK

APPROVED AS TO CONTENT:



Sridhar Natarajan, M.D.
Chief Medical Examiner

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:



B.J. "Beni" Hemmeline
Civil Division Chief
Criminal District Attorney's Office

REVIEWED FOR FORM:

ATTACHMENT A - FEE SCHEDULE

LEVEL I Case \$3,000

- Includes
 - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
 - b. Basic toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints

LEVEL II Case \$4,000

- Types of Level II Cases
 - a. Homicides
 - b. Extensive traumatic injuries
 - c. All child deaths < 13 years of age
 - d. Complicated medical cases with extensive medical history review
 - e. Multiple gunshot or sharp force wounds
 - f. Suspected sexual assaults related deaths
 - g. Aircraft fatalities
 - h. Stillborn or intrauterine fetal demise deaths
 - i. On the job or industrial related deaths
 - j. Other deaths that result in extensive examination or studies beyond the scope of Level I cases.
- Includes:
 - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
 - b. Basic Toxicology
 - c. CD of autopsy photographs (as allowed by state law)
 - d. Fingerprints

Additional Fees May Apply (NOT A COMPREHENSIVE LIST):

These services will be charged at the rates listed or at the actual cost of the services plus 10 percent.

- X-Rays (minimum two) \$75 for the first and \$40 for each additional x-ray.
- Testing for drugs of abuse and select groups of major prescriptions and certain illicit substances.
- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains (cost dependent on the test required).
- Microbiology studies such as:
 - a. Anaerobic/aerobic tissue culture
 - b. Anaerobic/aerobic blood culture

- c. Respiratory viral tissue panel
- d. HIV
- e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
 - a. Gram stain
 - b. GMS stain
 - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour.
Actual reimbursement for all other associated travel expenses.
- Exhibit and photograph preparation cost estimate to be provided upon request
- Library and literature search as required - \$75 per hour.

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

EXTERNAL EXAM AND BASIC TOXICOLOGY \$2,000

- Limited to cases where both the Medical Examiner and Justice of Peace agree to an external exam based on accurate available investigation and medical information at time of exam and with attending Medical Examiner consent (with recent accurate medical history and records.)
- At time of exam if further studies are necessary, Medical Examiner will consult with the Justice of Peace regarding proceeding to a Level I or Level II autopsy.
- External exams to include the following type of circumstances:
 - a. Over age 60 years old
 - b. Non-trauma
 - c. Limited to significant doctor's medical history with recent diagnosis
 - d. No significant external trauma
 - e. Investigative report negative for foul play or suspicious activity

Within 48 hours of initial autopsy (regardless of level), the ordering Justice of the Peace will receive a report of preliminary autopsy findings; recommendations for any special testing or specialty consultations; and requests for necessary addition