

**AGREEMENT BETWEEN  
SOUTH PLAINS FORENSIC PATHOLOGY  
& THE COUNTY OF TOM GREEN**

This Agreement is entered into by and between the County of Tom Green Texas, (hereinafter referred to as the "County"), and South Plains Forensic Pathology, PA, a Texas professional association (hereinafter referred to as "SPFP").

**ARTICLE I  
SERVICES TO BE PERFORMED**

A. SPFP will

1. Upon request, perform autopsies on individuals whose remains are discovered within Carson County, in all instances in a manner as consistent with, and as required by, 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. Provide and maintain equipment uniforms special clothing and safety gear necessary for the provision of services under this Agreement.
3. Create a record, either electronic or typewritten, of the autopsy findings.
4. Make provision for attendance of the autopsy procedure by appropriate investigative agencies.
5. Outside agencies in attendance at the autopsy procedure will be allowed appropriate independent documentation.

B. County will

1. Provide advance notification by either telephone or facsimile between the hours of 8:30 a.m. and 5:00 p.m. for a request for autopsy. After hours, County will contact the investigator on call by phone at (806) 790-9611. A description of circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by County authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.

4. Provide investigation reports of the law enforcement agency involved, such reports to remain the property of the law enforcement agency providing the investigation reports.
5. Retrieve Evidence upon completion of autopsy service from SPFP. For the purpose 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 projectile, 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 the completion of the autopsy, County shall be notified in writing of the following retrieval option:
  - a. County shall send a representative to retrieve Evidence; or
  - b. County shall request that SPFP ship the Evidence to County, either by registered mail, return receipt requested, or overnight carrier, and SPFP shall invoice County for the cost of shipping; or
  - c. County can request SPFP destroy Evidence. County will send a letter to SPFP authorizing such destruction.

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

## **ARTICLE II AUTOPSY RECORDS**

All written County autopsy reports, laboratory tests and reports, data, documents, x-ray, photographs, field investigators reports, correspondences, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by SPFP. A copy of autopsy report and toxicology report will be provided to the county by SPFP. Other retained materials will be available by specific request.

## **ARTICLE III COURT APPEARANCES**

- A. Appearance during court hearings and trials is a critical function of these autopsy services. SPFP will cooperate, to the fullest extent of the law, with the Tom Green County Criminal District Attorney, the Civil Division of the Tom Green County Criminal District Attorney's Office, and with any law enforcement agencies having jurisdiction over a given case.
- B. As part of the services under this Agreement, SPFP's pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in any civil or criminal case. Such appearances will be limited to those cases where the SPFP

pathologist performed the autopsy and to such other cases to which they might agree to appear. The County's Criminal District Attorney's Office is authorized to request such appearances.

- C. SPFP shall be reimbursed for all fees (per the attached Fee Schedule) and expenses associated with such appearance 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 SPFP nor the County shall 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, terrorist attack, hurricanes, or other natural disasters, or any other caused not reasonably within control of SPFP or the County and which by the exercise of due diligence 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. County will provide financial assistance in an amount to be determined by the Tom Green County Commissioners in exceptional situations of County emergency or disaster.

#### **ARTICLE V CREDENTIALING**

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

#### **ARTICLE VI COMPENSATION**

- A. Payment for services shall be reimbursed by County according to the attached Fee Schedule.
- B. In addition, during the term of this Agreement County will reimburse SPFP 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. SPFP will invoice County upon completion of an autopsy and payment from the County shall be remitted within thirty (30) days of receipt of invoice. Invoices presented to the County for fees, Evidence shipping, and travel expenses shall be paid within thirty (30) days of receipt of invoice.

**ARTICLE VII  
TERMS AND TERMINATION**

- A. The original term of this agreement starts December 1, 2012 and ends November 30, 2013. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement. Either party may terminate this agreement at anytime, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.
- B. Upon early termination of this Agreement for any reason, SPFP shall be entitled to receive only the unpaid compensation 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 and 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:

SPFP:           Dr. Thomas R. Parsons  
                    P. O. Box 64813

Lubbock, Texas 79464

County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.
- 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 any 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 assured; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement constitutes 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 herein.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of County and SPFP.

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

**COUNTY OF TOM GREEN**

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

**SOUTH PLAINS FORENSIC PATHOLOGY**

By:   
\_\_\_\_\_  
Thomas R. Parsons, M.D, President

Date: 11-27-12

Date: 11/19/2012

**South Plains Forensic Pathology**  
Fee schedule

**Level 1 Cases \$2,000**

Autopsy to determine the cause and manner of death only. Includes basic toxicology

**Level 2 Cases \$2,500**

Autopsy to determine the cause and manner of death, includes x-ray, autopsy photographs and basic toxicology. Including but not limited to

1. Homicide
2. Multiple gunshot wounds
3. Multiple sharp force injuries
4. Suspected sexual assault deaths
5. All infant deaths
6. Any child involved in non-accidental injury with multiple medical problems
7. All stillborn or intrauterine fetal demise deaths
8. Industrial and on the job deaths
9. Advanced decomposed and unidentified remains
10. Embalmed bodies
11. Death with multiple medical problems and autopsy goes beyond basic cause of death determination to further establish extent of the natural process
12. Post therapeutic intervention death
13. Aircraft fatalities
14. Explosions

**Level 3 Cases \$3,000**

Autopsy to determine the cause and manner of death involving

1. Exhumations
2. Level 2 cases which require extensive work beyond the scope expected of Level 2

**Private Cases \$3,500**

Autopsy to determine the cause and manner of death requested by a non-legal party

1. Including legal next of kin of the deceased
2. Hospitals
3. Insurance Companies

**Toxicology only \$500**

Basic toxicology testing without an autopsy.

**External Examination and Record Review \$1,500**

An external examination of bodies and medical record review for the purpose of determining the cause and manner of death.

**Additional Fees**

**Testimony/ Expert Witness Fees**

\$2,500/day with 1 day minimum for physician plus travel expenses

**Depositions**

At SPFP office: \$1200 minimum for the first 2hrs, \$500 each additional hour

Away for SPFP office: \$2000 minimum for the first 2hrs, \$500 each additional hour plus travel expenses

**Consultations/ Record Review**

At SPFP office: \$300 per hour

Away for SPFP office: \$400 per hour including travel time and expenses

**Telephone Conference**

At SPFP office: \$100 per hour