

State of Texas
County of Webb

LOCUM TENENS

Professional Services Contract
LOCUM TENENS
FORENSIC PATHOLOGIST

This contract is made and entered into by and between COUNTY OF WEBB (COUNTY), a political subdivision of the State of Texas, acting by and through its Commissioners Court and PathCo, Inc. for the services to be provided by Dr. Stuart M. Graham, M.D. a licensed Medical Doctor (hereinafter referred to collectively as "CONTRACTOR").

The Purpose of this Contract is to provide the professional services of a Locum Tenens Medical Examiner for the Webb County Medical Examiner's Office.

Now therefore it is mutually agreed between Webb County and PathCo, Inc. for Dr. Stuart M. Graham, M.D. to perform the services as follows:

1. **Scope of Service.** CONTRACTOR shall provide the COUNTY with the specialized services of a Forensic Pathologist with responsibilities similar to those found in Exhibit A.
2. **Performance.** For the performance of the work by CONTRACTOR, the COUNTY agrees to pay CONTRACTOR for all services listed in Exhibit A and as stated in this contract CONTRACTOR shall:
 - a. Maintain a Work Schedule that coincides with the normal business hours of the WEBB COUNTY Medical Examiner's Office.
 - b. Sign all reports and autopsy's produced by Dr. Stuart M. Graham M.D.
3. **Term.** The term of this contract shall be commence on **April 24, 2022** and continue for ninety (90) days thereafter. The work is to be performed for the Webb County Medical Examiner's Office as specified in this contract. The term of this contract can be extended by mutual consent.
4. **Compensation.** Compensation to the CONTRACTOR will be on a daily basis at the satisfactory completion of the services. The contract work shall be a fixed daily price of **Three Thousand Five Hundred Dollars (\$3,500.00) per day, plus an additional Two Thousand Five Hundred Fifty Dollars (\$2,550.00) for relocation costs, and lodging, in a total amount not to exceed Three Hundred Seventeen Thousand Five Hundred Fifty Dollars (\$317,550.00) dollars.** As such CONTRACTOR will have the sole discretion to set a schedule to meet productivity goals while not exceeding the amount stated in this paragraph.
5. **Billing/Invoicing.** On a bi-weekly schedule, work performed will be outlined in an invoice stating the performance being billed and a general description of work performed. Payment for each invoice will occur via ACH transfer to T.D. Bank, N.A. for the commercial account for PathCo, Inc.

FILED 5/18 20 22
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS @2:42pm
BY all DEPUTY

6. **Termination.** The County may terminate the performance of this contract in whole or in part with a ten (10) day advance written notice to CONTRACTOR. The effective date is 10 days after notice is sent. COUNTY agrees to pay CONTRACTOR for all services approved by the last date of services that were completed prior to the effective date of such notice. CONTRACTOR may terminate this contract with 10 days written notice to the COUNTY. Notice is effective when delivered by hand, us mail return receipt requested or an email that is designated below. A courtesy copy shall be sent to the Webb County Civil Legal Division:

<p>Webb County Attention: Webb County Judge 1110 Houston 3rd Fl Laredo, Texas 78040</p> <p>Webb County Civil Legal Division Attention: LocumTenens ME Contract 1000 Houston St. 2nd Fl Laredo, Texas 78040</p>	<p>Pathco, Inc. Oakpark Suite D129 11211 Prosperity Farms Road Palm Beach Gardens, FL 33410 Phone Number: 561.775.9288 Fax: 561-624-4460 www.pathco.com</p> <p>Dr. Stuart M. Graham M.D. Email:SMG@pathco.com</p>
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7. **Indemnification.** CONTRACTOR agrees that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the CONTRACTOR and COUNTY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the COUNTY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Jurisdiction/Venue.** This contract is made subject to the charter, orders and/or ordinances of the COUNTY, as amended, and all applicable laws of the State of Texas. This contract is performable in Webb County, Texas, and venue for any legal action under this contract shall lie exclusively in Webb County, Texas; State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.

9. **Work Product Waiver.** All of CONTRACTOR's work product shall remain the property of the COUNTY, however, CONTRACTOR shall be permitted to retain copies of documented services provided to the Webb County Medical Examiner's Office. By execution of this contract and in consideration of the fee for services to be paid under the contract, CONTRACTOR hereby conveys, transfers and assigns to COUNTY all rights to work performed. CONTRACTOR shall retain all records relating to this contract for three (3) years following termination, during which time COUNTY reserves the right to audit such records at its election.

10. **Independent Contractor.** In performing services under this contract, the relationship between County and CONTRACTOR is that of an independent contractor. CONTRACTOR shall exercise independent judgment in performing duties under this contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be prepared. No term or provision of this contract shall be construed as making CONTRACTOR the agent, servant or employee of COUNTY, or making CONTRACTOR or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides its employees.
11. **Prohibition against Assignment.** There shall be no assignment or transfer of this Contract without the prior written consent of both parties hereto.
12. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
13. **Severability.** Each paragraph and provision hereof is severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
14. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
15. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
16. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any amendments or exhibits hereto.
17. **Immunity.** Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Contract and performance of the functions and obligations described herein.
18. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the services contemplated under this contract. In the event that any of the parties hereto are required by law

or regulation to perform any act inconsistent with this contract, or to cease performing any act required by this contract, this contract shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

19. **Entire Agreement.** This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Contract. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
20. **Amendment.** No changes to this Contract shall be made except upon written agreement of both parties.
21. **Confidentiality.** Any confidential information provided to or developed by Contractor in the performance of this Contract shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County. This contract is subject to the Texas Public Information Act in accordance with Chapter 552 of the Texas Government Code.
22. **Counterparts.** This Contract may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
23. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
24. **Insurance.** Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
 - a. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
 - b. Errors & Omissions coverage may not be required for all services. If The Webb County deems such coverage necessary, the following conditions will apply:

- i. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
- ii. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.

- a. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.
- b. A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

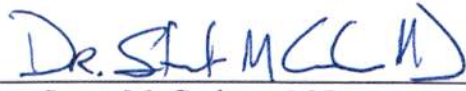
25. Disclosure. CONTRACTOR is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:

- a. If any Person who is an employee or director of CONTRACTOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, CONTRACTOR shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

- b. If any Person who is an employee, subcontractor, or director of CONTRACTOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- c. Report any actions or citations by federal, state, or local governmental agencies that may affect CONTRACTOR licensure status or its ability to provide Services hereunder.

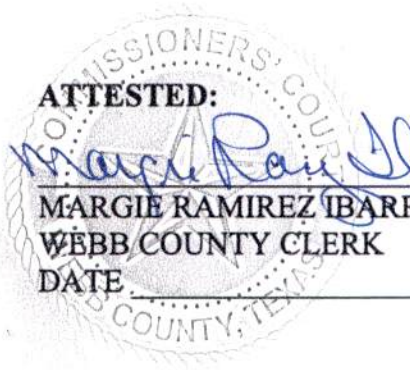

WEBB COUNTY, TEXAS

By: 
 TANO TIJERINA
 WEBB COUNTY JUDGE

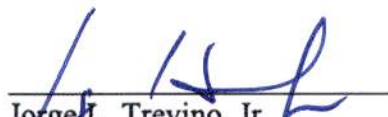

 Dr. Stuart M. Graham, M.D.

 PathCo, Inc./Authorized President/CEO
 Professional Service Provider

ATTESTED:



 MARGIE RAMIREZ IBARRA
 WEBB COUNTY CLERK
 DATE _____

APPROVED AS TO FORM:


 Jorge L. Trevino, Jr.
 WEBB COUNTY ASSISTANT CIVIL
 DIVISION ATTORNEY*

*By law, the Webb County Civil Division Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own

respective attorney(s).

Exhibit A

CERTIFIED
JULY 23 2015
By Webb County
Civil Service Commission



Chief Medical Examiner Medical Examiner

ME/1
FR

JOB SUMMARY

This position is responsible for directing and participating in the examination of death cases to determine the cause and manner of death.

MAJOR DUTIES

- Plans and coordinates the activities of the Medical Examiner's Office.
- Develops and implements policies and procedures.
- Performs autopsies to determine the cause and manner of death.
- Investigates crime scenes.
- Performs medico-legal investigations of deaths.
- Prepares autopsy reports.
- Testifies as an expert witness for the state.
- Signs death certificates and cremation clearances.
- Trains, assigns, directs, supervises, evaluates and disciplines personnel.
- Prepares training and education for law enforcement personnel and health related professionals.
- Perform any other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles of pathology and forensic pathology.
- Knowledge of state and federal laws regarding the performance and reporting of autopsies.
- Knowledge of court protocols for forensic examiner testimony.
- Knowledge of supervisory principles and practices.

- Knowledge of computers and job related software programs.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise reports.
- Skill in oral and written communication.
- Ability to communicate in English and Spanish.

SUPERVISORY CONTROLS

The Commissioners Court assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the Texas Code of Criminal Procedures, the Texas Family Code, and Texas Health Safety Codes. These guidelines require judgment, selection, and interpretation in application. This position develops departmental guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, supervisory and forensic examination duties. The unique nature of each case contributes to the complexity of the position.
- The purpose of this position is to determine the cause and manner of death in cases that fall under the jurisdiction of the Medical Examiner's Office. Success in this position contributes to the safety of the general public.

CONTACTS

- Contacts are typically with coworkers, law enforcement personnel, physicians, nurses, emergency medical personnel, attorneys, judges, students, and the general public.
- Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, stooping, walking, bending, or crouching. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office, an examination room, at crime scenes, and outdoors, occasionally in cold or inclement weather. The employee may be exposed to dust, dirt, grease,

machinery with moving parts, contagious or infectious diseases, or irritating chemicals. Work requires the use of protective device such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over Medical Death Investigator (2), Autopsy Technician (1), and Administrative Assistant (1).

MINIMUM QUALIFICATIONS

- Graduation from an accredited school of medicine.
- Completion of approved residency in pathology.
- Completion of approved fellowship in Forensic Pathology.
- Possession of a current license to practice medicine in the State of Texas.
- Must have three to five years of related experience.

OTHER REQUIREMENT/INFORMATION

- Must possess a valid and current Texas driver's license.
- Drug and Alcohol Policy applies to this job. Pre-employment drug/alcohol testing, Motor Vehicle Record (MVR) and criminal background checks are required.
- This position *is not covered* under Civil Service; however, all other Webb County policies apply.

ACKNOWLEDGEMENT

The undersigned have read, discussed and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.

Employee's Signature

Print Name

Date

Supervisor's Signature

Print Name

Date