

MARGIE R IBARRA
COUNTY CLERK
FILED

PROFESSIONAL SERVICES CONTRACT FOR TEMPORARY LOCUM-TENENS/MEDICAL EXAMINER & FORENSIC PATHOLOGIST SERVICES APR 17 PM 2:44
WEBB COUNTY, TEXAS

STATE OF TEXAS *

BY All DEPUTY

COUNTY OF WEBB *

This Professional Service Contract is made and entered into by and between Webb County, Texas, a political subdivision of the State of Texas, hereafter referred to as ("COUNTY") for Professional Locum-Tenens Forensic Pathologist Medical Examiner Services to be provided by Dr. Joseph T. Czaja, M.D., a licensed Medical Doctor (hereinafter referred to collectively as ("M.D./Contractor")).

The Purpose of this Contract is to provide Webb County, Texas with the professional services of a State of Texas Licensed Locum Tenens/Forensic Pathologist/Medical Examiner as needed by the Webb County Medical Examiner's Office.

Now therefore it is mutually agreed between Webb County and Dr. Joseph T. Czaja, M.D. to perform the Locum-Tenens/Forensic Pathological Medical Services for and on behalf of the COUNTY as follows:

1. **Scope of Service.** Dr. Joseph T. Czaja, M.D., shall provide the COUNTY with the specialized services of a Locum-Tenens/Medical Examiner/Forensic Pathologist with such responsibilities as required by State or Federal Law.
2. **Performance.** For the performance of the work by Dr. Joseph T. Czaja, M.D., the COUNTY agrees to pay him for all services listed in Exhibit A and/or as stated in this contract and Dr. Joseph T. Czaja, M.D. shall:
 - a. Maintain a Work Schedule that coincides with the normal business hours of the WEBB COUNTY Medical Examiner's Office, and be available on call by cell phone all day 24 hours a day during the term of this agreement.
 - b. Sign any and all required reports and autopsy's produced by Dr. Joseph T. Czaja, M.D.
3. **Term.** The term of this contract shall commence on Monday, April 24th, 2023 and continue for TWELVE (12) days thereafter thru Friday, May 5th, 2023. 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 be paid to Dr. Joseph T. Czaja, M.D. will be on a daily basis at the satisfactory completion of the services. The contract work shall be a fixed daily price of Two Thousand Five Hundred Dollars (\$2,500.00) per day. In addition, Webb County shall at its own

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cost and expense provide him with one (1) personal recreational vehicle parking space with available electrical services free of charge, during the term of this agreement, which shall be located within walking distance of the Webb County Medical Examiner's Office, in a total amount not to exceed Thirty Thousand Dollars (\$30,000.00) dollars. Dr. Joseph T. Czaja, M.D. will have the sole discretion to set a schedule to meet productivity goals while not exceeding the amount stated in this paragraph. Payment for such professional services provided under this contract shall be paid as follows; a. one half (1/2) or Fifty percent (50%) of the total sum shall be due Thirty (30) days after completion of the term and b.) the remaining one-half or Fifty percent (50%) of the remaining total sum due shall be due and payable Thirty (30) days after completion, submission and approval in writing of any and all reports and/or final autopsy(s) by the Webb County Medical Examiner.

5. **Billing/Invoicing.** On a 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 _____ Bank, N.A. for the commercial account for Dr. Joseph T. Czaja.
6. **Termination.** Either party may terminate the performance of this contract in whole or in part with a Fifteen (15) day advance written notice to the other party. The effective date is Fifteen (15) days after notice is sent. COUNTY agrees to pay Dr. Joseph T. Czaja, M.D. for all services approved by the last date of services that were completed prior to the effective date of such notice. 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 Floor Laredo, Texas 78040</p> <p>Webb County Civil Legal Division Attention: Locum-Tencns ME Contract 1000 Houston St. 2nd Fl Laredo, Texas 78040</p>	<p>Joseph T. Czaja, MD Medical Director, McLaren Medical Laboratory Managing Partner, Integrated Pathology Associates Cell Phone: 810-845-3471 Joseph.Czaja@mcclaren.org</p>
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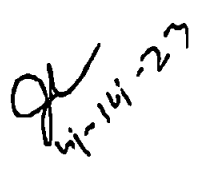
7. **Indemnification.** Dr. Joseph T. Czaja, M.D. agrees that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Dr. Joseph T. Czaja, M.D. 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.

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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 Dr. Joseph T. Czaja, M.D.'s work product shall remain the property of the COUNTY, however, Dr. Joseph T. Czaja, M.D., 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, Dr. Joseph T. Czaja, M.D., hereby conveys, transfers and assigns to COUNTY all rights to work performed, by him and shall retain be required to 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 Dr. Joseph T. Czaja, M.D., is that of an independent contractor, and shall at all times 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 Dr. Joseph T. Czaja, M.D., the agent, servant or employee of COUNTY, or making him 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.

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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

Handwritten signature and date: 4-14-23

damage. Coverage must be written on an occurrence form (if applicable). Contractual Liability must be maintained during the entire term covering the Professional's 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. Such Policy shall name Webb County, Texas as a non-contributory additional insured party to such general liability and/or automobile insurance coverages, and such policy shall be required to provide a waiver of subrogation in favor of Webb County, Texas as a non-contributory additional insured party.
- c. Professional Liability & Errors & Omissions coverage shall be required for all Professional Services provided under this contract. Webb County deems such coverage mandatory and necessary therefore, the following conditions will apply:
 - i. Professional Liability Insurance Coverage with minimum limits of \$1,000,000 or higher.
 - ii. This coverage must be maintained for at least two (2) years after the Professional Services are 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. Dr. Joseph T. Czaja, M.D., may maintain reasonable and customary deductibles, subject to approval by the Webb County.

- a. Any Subcontractor(s) hired by Dr. Joseph T. Czaja, M.D. shall maintain insurance coverage equal to that required of him. It shall be his responsibility to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of any subcontractor(s).
- 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, and contractual liability.

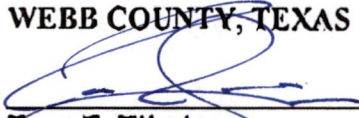
All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

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4-14-27


- 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.** Dr. Joseph T. Czaja, M.D. must and shall be required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency any of the following:
- a. If any Person who is an employee or director of Dr. Joseph T. Czaja, M.D. is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, that person shall be required to 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 Dr. Joseph T. Czaja, M.D., 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 Dr. Joseph T. Czaja, M.D., licensure status or its ability to provide Services hereunder.

EXECUTED ON THIS 11th DAY OF APRIL, 2023.

WEBB COUNTY, TEXAS

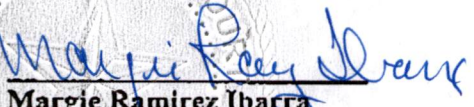


Tano E. Tijerina,
County Judge



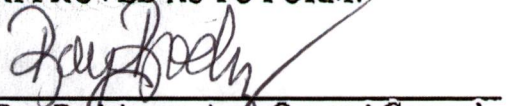
Dr. Joseph T. Czaja, M.D.
Date: 4-14-2023

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Ray Rodriguez, Ass't. General Counsel
Webb County Civil Legal Division

*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 attorneys.