

PHYSICIAN SERVICES CONTRACT

Forensic Pathologist

This contract is entered into by the County of El Paso, a political subdivision of the State of Texas ("County"), and Dr. Juan Contin ("Contractor").

1. **SERVICES.** Contractor shall be available to provide services as a forensic pathologist for the County Medical Examiner's Office, on a full-time basis, including after-hours and weekends as requested or assigned by the Chief Medical Examiner, from October 1, 2010 until September 30, 2011. Contractor's working schedule shall be established by the Chief Medical Examiner. Contractor shall comply with all policies and procedures of the Medical Examiner's Office. All services shall be monitored by the Chief Medical Examiner or other person appointed by the County.
2. **COMPENSATION.** Contractor shall be compensated in the amount of one hundred and eighty-four thousand dollars (\$184,000.00) for the term of this agreement. Payment will be made in twelve installments of fifteen thousand three hundred thirty-three dollars and thirty-three cents (\$15,333.33) each following the submission of an invoice by Contractor. The invoices should be submitted no sooner than the first day of each month following the month the services are performed. If subpoenaed by the 34th Judicial District Attorney's Office or the County after the expiration of this agreement (September 30, 2011), the County agrees to reimburse Contractor for his travel expenses only in accordance with established County guidelines and to pay an expert witness fee in the amount of \$400 per hour for testimony, depositions, pre-trial interviews, or preparation time with the County or District Attorney's Office.
3. **SCOPE OF WORK.** Contractor shall perform autopsies and other forensic pathologist duties as assigned by the Chief Medical Examiner. Contractor agrees that these duties include completing all necessary paperwork and reports associated with performing autopsies and testifying in court concerning those autopsies, if subpoenaed. If all necessary paperwork and reports are not completed by the expiration of the term of this agreement, Contractor agrees to complete the remaining paperwork and reports without further compensation. Following the expiration of the term of this agreement, Contractor agrees that he will continue to make himself available to testify in cases in which he performed the autopsy. In said cases when subpoenaed by the 34th Judicial District Attorney's Office or the County, the County will compensate Contractor as stated in paragraph two above.
4. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor. The County shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract.

5. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the County and its officers, agents, volunteers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this contract, which are the result of tortious and/or unlawful act(s) or omission(s) of the Contractor or the Contractor's agents or employees. Contractor shall give the County reasonable notice of any such claims or actions. Contractor shall use legal counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this contract.
6. **QUALIFICATIONS.** Contractor shall maintain all licenses, certifications, and registrations required by law with respect to the services to be performed and shall provide documentation upon request by County. Contractor warrants that he is fully qualified and licensed to perform services as a forensic pathologist in the State of Texas, and meets all the requirements of a medical examiner found in Article 49.25 of the Texas Code of Criminal Procedure.
7. **LAW GOVERNING CONTRACT.** For the purpose of determining the place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
8. **ENTIRE AGREEMENT.** This written contract constitutes the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.
9. **SEVERABILITY.** If any part of this contract is held to be unenforceable, the rest of the contract shall continue in full force and effect to the extent that it substantially reflects the agreement contemplated by the parties.
10. **WAIVER.** No part of this contract shall be waived except by written waiver signed by the waiving party. Forbearance shall not constitute a waiver.
11. **ASSIGNMENT OR SUBLETTING.** This contract shall not be transferred, assigned or sublet in whole or in part and may be enforced only by the parties.
12. **DURATION AND TERMINATION.** This contract shall be in full force and effect beginning October 1, 2010, through September 30, 2011. The terms that specifically address issues that may arise following the expiration date of this agreement survive any expiration or early termination of this agreement. County shall have the option of terminating the contract with or without cause at any time without prior notice. Contractor may terminate the contract with two weeks written notice.

13. **NOTICES.** Notices shall be sent, postage prepaid, to the following:

COUNTY: Chief Medical Examiner
El Paso County Medical Examiner's Office
4505 Alberta
El Paso, Texas 79905

CONTRACTOR: Dr. Juan Contin
5728 Kingsfield Avenue
El Paso, Texas 79912

14. **INTERIM CHIEF MEDICAL EXAMINER SERVICES AND COMPENSATION.** For every month in which Contractor acts as the Interim Chief Medical Examiner, is the sole physician providing forensic pathology services to the County and performs 100% of the autopsies for the County, Contractor will be compensated an additional \$5,000 per month, following the submission of an invoice by Contractor pursuant to Section 2 of this Contract. During such Interim Services period, Contractor's work schedule shall be established by him in compliance with all policies and procedures of the Medical Examiner's Office and the County, and shall be approved and monitored by the person appointed by the County to supervise the Medical Examiner's Office. Once a permanent Chief Medical Examiner is appointed, the terms of this paragraph shall expire.

The undersigned parties hereby bind themselves to the faithful execution of this contract.

ATTEST:

COUNTY OF EL PASO

County Clerk Delia Briones
Date: _____

County Judge Anthony Cobos
Date: _____

CONTRACTOR:

Dr. Juan Contin
Date: _____