

State of Texas §
 §
County of Nueces §

NUECES COUNTY AGREEMENT
FOR FORENSIC PATHOLOGIST SERVICES

WHEREAS, the parties to this agreement are: Nueces County, a political subdivision of the State of Texas (hereinafter sometimes referred to as “County”); and **RHOME HUGHES M.D.**, a board certified forensic pathologist, in good standing and fully authorized to practice medicine in the State of Texas (hereinafter sometimes referred to as “Doctor”);

WHEREAS, Nueces County, has established and maintains the office of medical examiner pursuant to Article 49.25 §1 of the Texas Code of Criminal Procedure;

WHEREAS, pursuant to Article 49.25 §3 of the Texas Code of Criminal Procedure, the Chief Nueces County Medical Examiner may, subject to the approval of the Nueces County Commissioners Court, employ such deputy examiners as may be necessary to the proper performance of his duties; and

WHEREAS, Nueces County desires to enter into an agreement for forensic pathologist services on an as-needed basis in order to provide support for those times of increased workloads or when the Chief Nueces County Medical Examiner is unavailable, the parties do hereby agree as follows:

1.0 DEFINITIONS

 In this Agreement:

 1.01 “Auditor,” means the Nueces County Auditor’s Office.

 1.02 “Autopsy” means a post mortem examination of the body of a person, and may include X-rays and/or an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death.

 1.03 “Commissioners Court” means the Nueces County Commissioners Court.

 1.04 “Contracting County” means any county that:

 1.04.1 does not maintain a medical examiner’s office;

 1.04.2 is not part of a multi-county medical examiner district; and

 1.04.3 has entered into and maintained, with Nueces County, an interlocal

agreement for medical examiner's services.

1.05 "Justice of the Peace" means the person or persons lawfully holding the office of justice of the peace in a Contracting County.

1.06 "Medical Examiner" or "Medical Examiner's Office" means the Nueces County Medical Examiner or the Nueces County Medical Examiner's Office.

1.07 "Out-of-County Autopsy" means an autopsy performed on the order of a Justice of the Peace from any Contracting County.

2.0 TERM

This Agreement shall become effective upon full execution by all parties, and shall remain in effect until cancelled by either party in accordance with the terms contained in this Agreement.

3.0 DOCTOR'S RESPONSIBILITIES

3.01 Nueces County Deputy Medical Examiner Services: Upon request of Nueces County and upon availability of Doctor, Doctor shall provide forensic pathologist services in the capacity as a duly authorized Deputy Nueces County Medical Examiner, including, but not limited to, the performance of autopsies, review investigator reports, cremation permits, and making himself available to testify on behalf of the State in criminal matters.

3.02 Out-of-County Autopsies: In addition to providing forensic pathologist for Nueces County, Doctor shall provide such services to all Contracting Counties. Doctor shall not provide forensic pathologist Services under this Agreement to any county other than Nueces County unless said county has entered into an interlocal agreement and/or completed an out-of-county authorization form for such services.

3.03 Taxes: Doctor shall be responsible for any and all taxes on income earned under this Agreement, including all federal and state income taxes that may be applicable.

3.04 Records: Doctor shall keep and maintain, or cause to be kept and maintained, full and complete records, properly indexed, of all autopsies performed by Doctor including, but not limited to, all records, reports, test results, photographs, x-rays and correspondences. These records are kept by NCMEO.

3.05 Ethical Standards: Doctor shall perform all services and exercise all discretionary powers in a manner consistent with the applicable canons of professional ethics and Doctor's best professional judgment.

3.06 Removal of Body Parts: Doctor will comply with all County policy and

provisions of Texas Health & Safety Code Chapters 692 and 693, and all other applicable laws, regarding the removal of tissue, organs and corneal tissue.

3.07 Professional License(s): Doctor shall maintain all necessary licenses including, but not limited to, licensing as a physician by the Texas Medical Board.

3.08 Continuing Education: Doctor shall take all measures reasonably necessary in order to maintain his professional competence and training.

3.09 Compliance with the Laws: Doctor shall comply with any and all applicable laws, statutes and governmental rules and regulations related to the performance of the terms of this Agreement including, but not limited to, the Texas Code of Criminal Procedure, the Texas Health & Safety Code and the Texas Medical Practice Act.

3.10 Compliance with County Policy: Doctor shall comply with all existing and future County policies, including those of general applicability to County departments and employees as well as those specifically applicable to the Nueces County Medical Examiner's Office and/or Deputy Nueces County Medical Examiners.

3.11 Indemnification and Claims: It is expressly understood and agreed that, in execution of this Agreement, the Nueces County Medical Examiner and Nueces County neither waive nor shall be deemed to have waived any immunity or defense that would otherwise be available under the law. **Doctor shall protect, indemnify, defend, and hold harmless the Nueces County Medical Examiner, the Nueces County Medical Examiner's Office and Nueces County, their officers, agents and employees from and against any and all claims, suits, actions, losses, damages, or liability of any character, type, or description, actual or potential, including but not limited to all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or for any damage to any property, arising out of or occasioned by the acts or omissions of Doctor in the execution or performance of this Agreement.** Doctor will give County immediate notice of any claim or other action brought against Doctor or County in relation to the performance of this Agreement, and will provide County with other information related to such claim or action as requested by County. This provision shall survive any termination of this Agreement or subsequent renewals or extensions.

3.12 Performance of Other Services: Other Service Providers: As part of this Agreement, it is understood that Doctor is free to provide services to others not a party to this Agreement at those times when Doctor is not obligated hereby to provide services to County. Conversely, it is also understood that County is free to have more than one doctor providing the type of services described in this Agreement.

3.13 Confidentiality: Doctor agrees to at all times keep confidential that information and those records required by law to be kept confidential.

3.14 Conflict of Interest Questionnaire: Doctor shall execute the Conflict of Interest Questionnaire attached hereto. Upon approval and acceptance of this Agreement by Commissioners Court, Doctor shall be required to update the Questionnaire by September 1st of

each subsequent year for the duration of this Agreement, and/or not later than the seventh business day after the date of any event that would make a statement in the Questionnaire incomplete or inaccurate.

3.15 Oath of Office, Anti-bribery Statement: Upon approval and acceptance of this Agreement by Commissioners Court, and prior to beginning any work under this Agreement, Doctor shall subscribe to the Anti-bribery Statement on a form provided by the Medical Examiner's Office, and shall then execute the official written Oath of Office on a form provided by the Medical Examiner's Office. The Medical Examiner's Office will be responsible for ensuring that the Anti-bribery Statement and Oath will be filed with the Nueces County Clerk's Office.

3.16 Internal Revenue Form W-9: Doctor shall provide County with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, completed in compliance with Internal Revenue Service rules and regulations, before any payments can be made under this Agreement.

3.17 Reimbursable Expenses: In order to receive payment for reimbursable expenses Doctor shall submit invoices and supporting documentation to the Nueces County Medical Examiner's Office.

3.18 Invoices: Doctor shall request payment for services and reimbursement for expenses by submitting a service invoice on a form provided by the Nueces County Medical Examiner's Office.

4.0 COUNTY RESPONSIBILITIES

4.01 Payment for Services: Doctor shall be paid as follows:

4.01.1 \$600.00/day (includes the performance of one autopsy or postmortem examination of any type).

4.01.2 \$600.00 for each additional complete autopsy performed.

4.01.3 \$500.00 for each additional partial autopsy performed.

4.01.4 \$300.00 for external examination performed.

4.02 Expense Reimbursement: As they relate to the performance of this Agreement, County shall reimburse Doctor for expenses as follows:

4.02.1 Lodging: County shall reimburse Doctor for reasonable lodging expenses incurred.

4.02.2 Air Travel and Rental Car: County shall reimburse Doctor for reasonable

air travel and rental car expenses incurred.

4.02.3 Mileage: If Doctor will be utilizing his personal vehicle, County shall reimburse Doctor for travel from his home to, and from, Corpus Christi, Texas. Such mileage reimbursement rate is subject to change and shall be calculated according to the rate in effect at the time.

4.03 Invoices: The Medical Examiner shall verify the services invoice submitted by Doctor. Once verified, the Nueces County Medical Examiner's Office shall forward these invoices to the Auditor for processing consistent with County policy.

4.04 Reporting Income: County shall provide Doctor with Internal Revenue Service Form 1099 for the reporting of his income earned under this Agreement.

4.05 Facilities: County shall provide Doctor with staff, office space, equipment, instruments, supplies, instruments and apparel that County determines to be reasonably necessary for the Doctor's performance under this Agreement.

4.06 County Approval: County reserves the right to withhold payment to Doctor for any services that the County deems were not provided by Doctor in a timely, good, or professional manner or that do not meet the standards acceptable in Doctor's profession.

5.0 EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

5.1 Independent Contractor: Doctor expressly acknowledges and agrees that Doctor is providing services to County under this Agreement as an independent contractor. Doctor assumes all of the rights, obligations and liabilities applicable to him as an independent contractor and is not eligible for any employee benefits in relation to the income earned under this Agreement, including employer retirement contributions and employer social security contributions.

5.2 Personal Services: Doctor expressly acknowledges that this Agreement is a contract for Doctor's personal services and that all duties and responsibilities under this Agreement must be performed by Doctor personally and cannot be assigned or subcontracted without the prior approval of Commissioners Court.

5.3 Licensed: Doctor expressly warrants that he is currently licensed, and in good standing, with the Texas Medical Board.

6.0 CANCELLATION OF AGREEMENT

This Agreement may be canceled and terminated at any time at the option either party. Such notice of cancellation shall be in writing and shall be effective on a date mutually agreed upon, if possible, but in no event less than thirty (30) days from date of written notice.

7.0 COUNTY PROPERTY

All records and materials produced or assembled by Doctor under this Agreement including, but not limited to, reports, notes, test results, correspondence, audio and video recordings, photographs, x-rays, tissue samples and organ samples, remain the property of County. Additionally, all equipment, instruments, supplies and apparel provided by County to Doctor in furtherance of this Agreement, remains the property of County and shall be returned by Doctor to County.

8.0 WAIVER OF BREACH OR VIOLATION

The waiver by either party of a breach or violation of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach or violation of the same or any other provision hereof.

9.0 WRITING REQUIRED

The parties understand and agree that the terms, provisions, and/or conditions described in this Agreement may not be altered without an express written amendment signed by both parties. Failure of one party to comply with this provision shall constitute good cause on the part of the other party to terminate this Agreement.

10.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified United States mail or by a recognized commercial courier or delivery service as follows:

If Notice is being sent to County:

Nueces County Medical Examiner
2610 Hospital Blvd.
Corpus Christi, Texas 78405

If Notice is being sent to Doctor:

Dr. Rhome Hughes
2339 Preakness Lane
San Antonio, Texas 78248

11.0 CONTRIBUTIONS

It is expressly understood by County and Doctor that from the effective date of this Agreement and continuing until one (1) year after the cancellation date of this Agreement, it is prohibited for any county official, or employee thereof, to receive gifts as described in Section 5.02 of the current Nueces County Personnel Manual and Section 5.02 of the Nueces County Civil Service System Rules, and/or campaign or political contributions, regardless of amount, from Doctor. County officials are those persons referenced in Subchapter B, of Chapter 152 of the Texas Local Government Code. County and Doctor further understand that, beginning from the effective date of this Agreement and continuing until one (1) year after cancellation of this Agreement, Doctor is also prohibited from making political, campaign, or personal contributions to candidates for county and precinct office. County and Doctor additionally understand that from the effective date of this Agreement and continuing until one (1) year after cancellation of this Agreement, Doctor is prohibited from making contributions to, or for the benefit of, county or precinct employee groups or associations.

12.0 GOVERNING LAW AND VENUE

This Agreement and the rights and responsibilities of the parties hereunder shall be performed in Nueces County, Texas and shall be governed by the laws of the State of Texas. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is hereby specifically set by agreement of the parties to be in Nueces County, Texas.

13.0 CAPTIONS AND HEADINGS

Captions and paragraph headings used herein are for convenience only. They are not part of this Agreement, they shall not be deemed to limit or alter any provision hereof, and they shall not be deemed relevant in construing this Agreement.

14.0 FORCE MAJEURE

Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by a Force Majeure, including, but not limited to Acts of God, wars, insurrections, civil disturbances, strikes, riots, embargo, and unusually severe weather conditions. If a party is delayed or hindered in its performance because of a Force Majeure, the time for performance of the obligation shall be extended for the period during which the condition is in existence.

15.0 SEVERANCE

In the event that any provision of this Agreement is determined to be unenforceable under the law, such provision will be reformed, if possible, or severed from this Agreement, and such reformation or severance of the unenforceable provisions(s) shall not affect the enforceability of the remainder of this Agreement, which remainder of this Agreement shall remain in full force and effect.

16.0 MERGER

The parties understand and agree that the entire agreement and understanding of the parties is merged into and is represented by this written Agreement and any attachments hereto.

17.0 INUREMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted assigns and successors.

18.0 CONSTRUCTION

This Agreement shall not be construed against any one party, as it shall be deemed to have been drafted and created by all parties hereto.

THEREFORE, IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the day and year as stated below.

FOR NUECES COUNTY:

Samuel L. Neal, Jr.,
In his capacity as Nueces County Judge

Date Signed

Attest:

Nueces County Clerk

Date Signed

FOR DOCTOR:

Rhome Hughes

Date Signed

SUBSCRIBED AND SWORN TO before me on this the ____ day of , 20__.

Notary Public in and for the State of Texas

Attachment

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date