



**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR ASSOCIATE EMS MEDICAL DIRECTOR FOR TACTICAL MEDICINE**

This Williamson County Professional Services Agreement for Associate Medical Director of Tactical Medicine ("Agreement") is entered into between Williamson County, Texas ("County"), and JONATHAN SHEINBERG, MD., a licensed Texas physician, for the purpose of providing services as an Associate Medical Director for the County's Emergency Medical Services ("EMS") department, which the Williamson County Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
DESIGNATION OF MEDICAL DIRECTOR**

- A. Designation of Associate Medical Director.** JONATHAN SHEINBERG, MD., who is a physician licensed to practice medicine in the State of Texas, to serve in the capacity of an Associate Medical Director for the Williamson County EMS Department (the "Associate Medical Director").
- B. Substitute Associate Medical Director.** In the event the above named physician cannot continue to serve as the Medical Director hereunder, JONATHAN SHEINBERG, MD. shall immediately notify County, through its Director of Emergency Medical Services, in writing, of said physician's inability to perform. In that event, JONATHAN SHEINBERG, MD. shall provide a suitable substitute who shall perform the Services required by this Agreement. County shall have the right to accept or reject the proposed substitute at its sole discretion and JONATHAN SHEINBERG, MD. shall remain obligated to provide the Services under this Agreement. If County objects to a proposed substitute, JONATHAN SHEINBERG, MD. shall provide additional proposed substitutes until which time an acceptable substitute is agreed upon by County in writing. Any references to the Associate Medical Director shall mean and include any proposed substitute of the above named physician that is accepted, in writing, by County.

II.

ASSOCIATE MEDICAL DIRECTOR QUALIFICATIONS

- A. Qualifications Required by Law.** The Associate Medical Director shall have the qualifications delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(a).
- B. Education and Experience.** The Associate Medical Director must have, at a minimum, the following education and/or equivalent experience:
1. Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree;
 2. Board Certified, preferably in Emergency Medicine;
 3. Have knowledge and experience providing tactical medical care.
 4. Currently be practicing medicine in the state of Texas;
 5. Experience in the evaluation and management of acutely ill and injured patients in the out-of-hospital environment;
 6. Experience working with paramedical professionals either in a hospital setting or within an EMS system; and
 7. Associated or participation in professional groups related to the provision of tactical EMS care.
- C. Licenses and Certifications.** The Medical Director must have, at a minimum, the following licenses or certifications:
1. License to practice medicine in the State of Texas;
 2. Class 'C' driver's license issued in the State of Texas; and
 3. Current BCLS, ACLS, and PHTLS instructor or equivalent certification.

III.

ASSOCIATE MEDICAL DIRECTOR RESPONSIBILITIES, SERVICES AND DUTIES

- A. Statutory Responsibilities.** The Associate Medical Director shall perform and comply with the responsibilities delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(b).
- B. Essential Services, Responsibilities and Duties.** In addition to performing and complying with the with the responsibilities delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(b), the Associate Medical Director shall:
1. Be responsible for tactical medical oversight by delegating authority for all aspects of patient care to ensure maintenance of acceptable standards of an EMS tactical medical practice.
- This includes the responsibility and authority to report incidents to the Department of State Health Services as deemed appropriate. The Associate Medical Director shall make recommendations to the Medical Director to allow or not allow an emergency medical services provider to execute patient care under the auspice of his/her medical license;
- Oversee the medical aspects of the Williamson County Emergency Medical Service Tactical Medicine Program related to clinical operations

- Responsible for development and implementation with the assistance of the Medical Director of medical standards and the Scope of Care related to Tactical Medicine.
- **Essential duties**
 - Assist the Medical Director with continued development of the Tactical Medicine Program including
 - Evaluation of best practices as it pertains to treatment in both "warm" and "hot" zone
 - Evaluation of current equipment and the development of proposals of new equipment for TAC teams
 - Analysis of current training protocols, and development of new training evolutions
 - Assist the WCEMS Tactical Medic Team Lead liaison between the Law Enforcement Agencies in Williamson County, Texas DPS and US Marshals Service.
 - Develop and institute research protocols in the tactical arena. Research should be of a quality that can be published in peer reviewed journals and presented at national conferences.
 - Act as an agent of the Medical Director on scene to ensure compliance with pre-established protocols.
 - When on scene at a tactical operation, assist the Medical Director with on scene medical control or act as his/her designee.
 - Other duties as required by the Medical Director and the Director of EMS.
 - Oversight of Tactical Medicine Clinical Operations
 - Advisor to Tactical Medicine staff and a resource to the community related to Tactical Medicine operations
 - Closely involved with the selection process, continuing education and quality of medical practice monitoring of the Tactical Medicine staff
 - Awareness of the environmental conditions and hazards of a tactical scene
 - Knowledge of weapons of mass destruction, hazards of WMD such as biologic and chemical agents
 - Set and ensure compliance with patient care standards for Tactical Medicine staff
 - Develop and implement the process for the provision of concurrent medical direction for Tactical Medicine team
 - Develop and implement an effective process improvement program for continuous system and patient care improvement for the Tactical Medicine Program
 - Maintain liaison with the medical community and other tactical medic programs
 - Interact with regional, state and local EMS, tactical medicine teams, and law enforcement authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized
 - Maintain knowledge levels appropriate for an Tactical Medicine EMS medical director through continued education
 - Recommend certification, recertification and decertification of non-physician out-of-hospital personnel to the Medical Director

C. Additional Services Provided by JONATHAN SHEINBERG, MD. As needed and requested by County, JONATHAN SHEINBERG, MD. hereby agrees to provide the following additional items and services at no additional cost to County:

None

Definition of Services. For purposes of this Agreement, the term "Services" means and includes all Services, Responsibilities and Duties set forth under Article III., Sections A, B and C.

IV. TERM AND TERMINATION

- A. Term.** This Agreement shall become effective as of the date on the signature page below and continue thereafter for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless otherwise terminated as set out herein.
- B. Termination.** Either party may terminate this Agreement at any time, with or without cause, on seven (7) days prior written notice to the other party. In the event that either party terminates this Agreement during a particular term, the County shall only be obligated to pay for the Services performed up to and as of the date of termination.

V. CONSIDERATION

- A. Consideration.** in exchange for the services provided, JONATHAN SHEINBERG, MD will receive in return: 1) cooperation from County in streamlining and standardizing such services within Williamson County for the public benefit of assisting both law enforcement and emergency services operations; 2) additional experience with regard to this specific field of services; and 3) the County's assistance in the provision of reasonable and available insurance coverages as set forth in paragraph VIII (D).
- B. Costs and Expenses.** All travel costs or expenses, if any, associated with Services provided herein shall be included in the monthly consideration stated above and the County shall not be obligated to pay any additional amounts for such travel costs and expenses.

VI. CONFIDENTIALITY

All information regarding the Services provided under this Agreement shall be held in strictest confidence unless pre-approved in writing by County. JONATHAN SHEINBERG, MD. agrees to read and comply with the County's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of patient medical information.

VII.
AGENCY-INDEPENDENT CONTRACTOR

Neither the County nor any employee thereof is an agent of JONATHAN SHEINBERG, MD. and JONATHAN SHEINBERG, MD. is not an agent of the County. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. JONATHAN SHEINBERG, MD. shall be considered an independent contractor of the County under this Agreement for all purposes.

VIII.
INDEMNITY; CLAIMS ASSISTANCE AND INSURANCE

- A. No Indemnification by County.** JONATHAN SHEINBERG, MD. acknowledges and agree that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to JONATHAN SHEINBERG, MD..

Indemnification by JONATHAN SHEINBERG, MD. JONATHAN SHEINBERG, MD. HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF JONATHAN SHEINBERG, MD., OR ITS EMPLOYEES, OFFICERS, OR REPRESENTATIVES, INCLUDING ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

- B. Cooperation with County.** JONATHAN SHEINBERG, MD. shall fully cooperate with County in the event a lawsuit is filed against County based on whole or in part on the actions or inactions of JONATHAN SHEINBERG, MD. in providing Services under this Agreement. Such cooperation shall include returning to Williamson County for conferences, depositions and trial, without cost to County. County shall have no obligation to provide legal representation to JONATHAN SHEINBERG, MD. for any legal action that arises due to JONATHAN SHEINBERG, MD.'s Services under this Agreement.
- C. Insurance Provided By JONATHAN SHEINBERG, MD.** In the JONATHAN SHEINBERG, MD. shall assume the medical professional care of any one or more of the patients transported by County, JONATHAN SHEINBERG, MD. acknowledges and agrees that JONATHAN SHEINBERG, MD. shall be responsible for the professional liability insurance coverage associated with such care. In that regard, JONATHAN SHEINBERG, MD. agrees to maintain necessary and appropriate professional liability insurance in amounts not less than \$1 million per occurrence/ \$3 million aggregate and County shall be named as an additional insured on such policy of insurance.
- D. Insurance Provided by County.** County agrees to maintain necessary and appropriate insurance coverage covering the administrative services of the Associate Medical Director

under this Agreement, as well as insurance coverage that covers the acts and/or omissions of County's employees and agents, in amounts not less than \$1 million per occurrence/ \$3 million aggregate.

**IX.
CONFLICTS OF INTEREST**

At all times under this Agreement, JONATHAN SHEINBERG, MD. shall not make any type of decision or take any action that provides any type of unfair benefit, financial or otherwise, to JONATHAN SHEINBERG, MD. or any other entity to which JONATHAN SHEINBERG, MD. may have a financial interest in. For purposes of this Section, JONATHAN SHEINBERG, MD is deemed to have no financial interest in (1) his employer or any entity related to or affiliated with his employer; or (2) The Public Safety Cardiac Foundation. JONATHAN SHEINBERG, MD. understands that County is a political subdivision of the State of Texas and, as such, County cannot confer any undue benefit upon any individual or entity. Furthermore, JONATHAN SHEINBERG, MD. agrees to comply with, at all times, the terms and conditions of the Williamson County Emergency Medical Services Scope of Care, as may be amended from time to time.

**X.
ASSIGNMENT; SUCCESSORS AND ASSIGNS**

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**XI.
THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

**XII.
FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**XIII.
NOTICE**

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

Director: Jonathan Sheinberg, M.D.
5656 Bee Caves Rd., Ste. M-300
Austin, Texas 78746

County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

with copy to: Kenny Schnell
Director of Williamson County EMS
PO Box 873
Georgetown, TX 78627

**XIV.
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**XV.
VENUE AND GOVERNING LAW**

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws

of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**XVI.
NO WAIVER OF IMMUNITIES**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**XVIII.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 4 day of Aug, 2016 (Effective Date).

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

AGREED AS TO FORM AND SUBSTANCE:

ASSOCIATE MEDICAL DIRECTOR FOR TACTICAL MEDICINE

By: _____

Printed Name: Jon Sheinberg, M.D.