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**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL DIRECTION
OF
EMERGENCY MEDICAL SERVICES**

This Williamson County Professional Services Agreement for Medical Direction of Emergency Medical Services ("Agreement") is entered into between Williamson County, Texas ("County"), and Scott & White Clinic ("S&W"), a Texas nonprofit corporation, for the purpose of providing one of its physician employees, as named below, to act as a 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 Medical Director.** S&W shall provide Jeffrey L. Jarvis, M.D., who is a physician licensed to practice medicine in the State of Texas, to serve in the capacity of Medical Director for the Williamson County EMS Department (the "Medical Director").
- B. Substitute Medical Director.** In the event the above named physician cannot continue to serve as the Medical Director hereunder, S&W shall immediately notify County, through its Director of Emergency Medical Services, in writing, of said physician's inability to perform. In that event, S&W 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 S&W shall remain obligated to provide the Services under this Agreement. If County objects to a proposed substitute, S&W shall provide additional proposed substitutes until which time an acceptable substitute is agreed upon by County in writing. Any references to the Medical Director shall mean and include any proposed substitute of the above named physician that is accepted, in writing, by County.

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II. MEDICAL DIRECTOR QUALIFICATIONS

- A. Qualifications Required by Law.** The Medical Director shall have the qualifications delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(a).
- B. Education and Experience.** The 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 in Emergency Medicine;
 3. Currently be practicing in a large urban emergency medical department;
 4. Experience in the evaluation and management of acutely ill and injured patients in the out-of-hospital environment;
 5. Experience working with paramedical professionals either in a hospital setting or within an EMS system; and
 6. Associated or participation in professional groups such as "Gathering of Eagles – Medical Directors Consortium" or National Association of EMS Physicians.
- 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, PALS, and PHTLS instructor or equivalent certification.

III. MEDICAL DIRECTOR RESPONSIBILITIES, SERVICES AND DUTIES

- A. Statutory Responsibilities.** The 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 Medical Director shall:
1. Be responsible for medical oversight by delegating authority for all aspects of patient care to ensure maintenance of acceptable standards of an EMS medical practice. This includes providing oversight of credentialing of certified and licensed emergency medical technicians and nurses in the following areas:
 - a. County employees;
 - b. Employees of City Fire and Police Departments; and

c. Employees of volunteer and paid Emergency Services Districts (ESD).

This includes the responsibility and authority to report incidents to the Department of State Health Services as deemed appropriate. The Medical Director shall retain the authority to allow or not allow an emergency medical services provider to execute patient care under the auspice of his/her medical license;

2. Be responsible for the establishment, implementation and modification of the Scope of Care, the practice of delegated field/pre-hospital medicine, Communication Standards related to Medical Priority Dispatch (MPD) and all quality improvements for the delivery of pre-hospital care centered in evidence based medicine;
3. Conduct or direct system audits and quality assurance of programs;
4. Monitor the management of patient care;
5. Review and investigate complaints and deviations from established clinical care protocols;
6. Develop, implement, and revise policies and procedures for pre-hospital care, patient triage, transport, transfer, dispatch, rescue, communication and education development and training for system credentialed providers;
7. Maintain a current medical license with the State of Texas Board of Medical Examiners and be in good standing at all times;
8. Maintain an acceptable driving record allowing vehicle operation according to current Williamson County insurance requirements;
9. Schedule regular ride along time with Williamson County EMS units and associated Registered First Responder Organizations;
10. Coordinate efforts with, and foster positive relationships with, first responders, other EMS providers, other Williamson County EMS staff, air medical providers, hospital staff and community healthcare professionals;
11. Work a designated schedule as well as other hours as required to meet customer needs;
12. Maintain and apply knowledge of all medical equipment operation;
13. Maintain and have knowledge of patient care documentation including electronic patient care records;
14. Assist in development of an education schedule to meet the needs of the Williamson County EMS Department;
15. Develop and coordinate a competency-based orientation process for new staff – working in conjunction with clinical practices staff;
16. Assure that all Williamson County EMS paramedic staff is current on Scope of Care content and its application;
17. Serve as a clinical and educational resource for the entire Williamson County EMS system;
18. Keep current with trends in industry, research, new technologies and new therapies for the out of hospital setting;

19. Update the Scope of Care as needed in coordination with other clinical staff members;
20. Work with other agencies and Clinical Practice Staff to evaluate and improve First Responder and Field Staff clinical proficiency;
21. Oversee the development of the clinical segments of the hiring process in relation to Williamson County EMS personnel;
22. Gather, evaluate and analyze trends supporting best practices in pre-hospital care;
23. Identify areas requiring improvement using standard QI techniques;
24. In coordination with Williamson County EMS Operational and Clinical Command, implement process improvements;
25. Share QI data, analyses and process improvement strategies with all Williamson County EMS staff;
26. Oversee system clinical credentialing processes;
27. Assist with professional development of Williamson County EMS staff and officers;
28. Participate in regional planning activities with the Capital Area Trauma Regional Advisory Council (CATRAC); and
29. Provide input to the Williamson County EMS Director and Deputy Director regarding long range budget and system planning for the Williamson County EMS Department.

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

1. Associate medical directors, EMS fellows and EM residents to assist the Medical Director.
2. The academic resources of the Department of Emergency Medicine and the Texas A&M Health Science Center in support of the Medical Director to include:
 - a. Institutional Review Board;
 - b. Professional research design support to include epidemiologists, librarians and statisticians;
 - c. Medical library, including ability to obtain medical literature on demand as needed for research and day to day clinical operations; and
 - d. Publication support to include graphic design, printing and editing services.

D. 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 thirty (30) 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.** County agrees to pay S&W and S&W agrees to accept the total sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) each month for the Services described herein. This monthly amount may be modified by mutual agreement of the parties at the beginning of each subsequent fiscal year of the County.
- B. Withholding of Payment.** Any violation of the provisions of this Agreement by S&W and/or the Medical Director shall be grounds for withholding payment by the County until the violation is resolved to the satisfaction of the County.
- C. 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. S&W and the Medical Director agree 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 S&W and neither S&W nor any employee thereof is 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. S&W 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.** S&W and the Medical Director acknowledge 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 S&W and the Medical Director.

Indemnification by S&W. S&W 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 S&W, 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.** S&W and the Medical Director 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 Medical Director or S&W 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 S&W or the Medical Director for any legal action that arises due to S&W's Services under this Agreement.

- C. Insurance Provided By S&W.** In the event any physician employee of S&W, including the Medical Director, shall assume the medical professional care of any one or more of the patients transported by County, S&W acknowledges and agrees that S&W shall be responsible for the professional liability insurance coverage associated with such care. In that regard, S&W 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 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, S&W and/or Medical Director shall not make any type of decision or take any action that provides any type of unfair benefit, financial or otherwise, to S&W and/or Medical Director or any other entity to which S&W and/or Medical Director may have a financial interest in. S&W and the Medical Director understand 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, S&W and the Medical Director agree 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:

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

S&W: Scott & White Clinic
2401 South 31st Street
Temple, Texas 76508

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.

**XVII.
APPROPRIATION OF FUNDS**

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. S&W understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**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 _____ day of _____, 20____ (Effective Date).

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

SCOTT & WHITE CLINIC:

By: _____
J. Paul Dieckert, M.D.
Chairman, Board of Directors

AGREED AS TO FORM AND SUBSTANCE:

MEDICAL DIRECTOR:

By: _____

Printed Name: Jeffrey L. Jarvis, M.D.

FIRST AMENDMENT TO
WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL DIRECTION
OF
EMERGENCY MEDICAL SERVICES

THIS FIRST AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION OF EMERGENCY MEDICAL SERVICES, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and Scott & White Clinic, a Texas nonprofit corporation, hereinafter "S&W".

RECITALS

WHEREAS, County and S&W executed that certain agreement entitled Williamson County Professional Services Agreement for Medical Direction of Emergency Medical Services, hereinafter the "Agreement", which became effective as of October 8, 2011;

WHEREAS, it has become necessary to amend the Agreement in order to increase the consideration to be paid by County to S&W;

NOW, THEREFORE, premises considered, County and S&W agree that the Agreement is amended as follows:

AGREEMENT

1. Article V., Section A. of the Agreement shall be amended as follows:

Consideration. County agrees to pay S&W and S&W agrees to accept the total sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00) each month for the Services described herein. This monthly amount may be modified by mutual agreement of the parties at the beginning of each subsequent fiscal year of the County.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____

Dan A. Gattis, County Judge

Date: 01-29, 2015

SCOTT & WHITE CLINIC:

By: _____

Printed Name: Robert Prehe

Title: Clinic Board Chairman

Date: 1/14, 2015

AGREED AS TO FORM AND SUBSTANCE:

MEDICAL DIRECTOR:

By: _____

Printed Name: Jeffrey L. Jarvis, M.D.

Date: 1/26, 2015