

**CITY OF GEORGETOWN FIRE DEPARTMENT
MEDICAL DIRECTOR SERVICES AGREEMENT**

This Medical Director Services Agreement (the "Agreement"), effective as of **Oct. 1, 2022** ("Effective Date") is by and between the City of Georgetown, Texas, a Texas municipality with its office at 808 Martin Luther King Jr St, Georgetown, TX 78626, and Equinox Medical Services, LLC, a Texas limited liability company, and each being referred to herein as a "Party", and collectively as the "Parties".

RECITALS:

A. The City of Georgetown (the "City") maintains a fire department ("Department") and has need of medical direction for the Department to provide medical care to the persons in the City of Georgetown. The City has identified a Department medical director as a need in order to better serve its Department and, by extension, its community.

B. The City desires to contract with Equinox Medical Services, LLC to provide a qualified person to act as its Department medical director to coordinate the needs and interests of the City and the community related to the Department under the laws of the State of Texas in order to meet said needs and interests.

C. The Parties have agreed upon the terms and conditions upon which such services shall be performed and desire to reproduce such terms and conditions in writing as set forth herein.

AGREEMENT:

In consideration of the matters recited herein, the promises set forth in this Agreement, and other good and valuable consideration, the mutual receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. OBLIGATIONS OF MEDICAL DIRECTOR

During the Term of this Agreement:

A. The City and Equinox Medical Services, LLC mutually agree that Dr. Ryan Ramsey, Equinox Medical Services, LLC member, shall serve as Medical Director (hereafter "Medical Director").

B. The Medical Director shall at all times be licensed to practice medicine in the State of Texas with a specialty in the practice of Emergency Medicine, shall be a member of a hospital's active Medical Staff, and shall provide supervision and administrative services to the City in the capacity of Medical Director of its Department, according to the terms set forth herein.

C. Medical Director shall be a member in good standing of the active Medical Staff of a hospital in accordance with the Medical Staff Bylaws, Rules, and Regulations of such hospital, including any required training, sanction checks, and any compliance requirements, and shall serve as Medical Director of the Department pursuant to this Agreement. If the Medical Director is seeking active status at a new hospital, the Medical Director must inform the City of the change,

the reason for the change, and confirm the Medical Director has been re-admitted to active status in accordance with this paragraph and paragraph I.B. The Medical Director's status may only temporarily lapse for no more than 120 days.

D. The Medical Director agrees to be bound by the provisions of the City's policies, municipal code, and state and federal laws, including with specificity policies regarding the state and federal False Claims Acts.

E. The Medical Director's services and duties shall include the following:

- i) development and maintenance of the standard of care practices,
- ii) medical quality assurance,
- iii) authorizing and approving protocols,
- iv) continuing education,
- v) overall maintenance and evaluation of the City's Fire Department EMS Program,
- vi) duties as outlined in Texas Administrative Code, Title 22, Part IX, Chapter 197, and
- vii) other duties as assigned by the Fire Chief.

F. The Equinox Medical Services, LLC hereby agrees that the Medical Director is an independent contractor and is not an employee of the City of Georgetown or the Department.

G. The Medical Director hereby agrees that this document is a performance contract.

H. The Medical Director shall promote effective communications between the Department and (1) patients and families; (2) the City; (3) relevant medical leadership; (4) the general public, including industry, civic groups, clergy and community social services; and (5) governmental and regulatory agencies at it relates to the Department.

I. As reasonably requested by the City, the Medical Director shall attend medical and administrative meetings and serve on relevant committees.

J. The Medical Director shall be responsible for overseeing Department service quality improvement programs, including (1) collaborating with the leadership to help assure that the rules governing the function and activities of the Department are followed by appropriate personnel, (2) providing, as needed, written documentation of problems reviewed and subsequent action taken for inclusion in a periodic report for the Department and (3) participating in performance improvement activities.

K. The Medical Director shall support and collaborate with Department leadership to ensure an effective system of ongoing monitoring of the Department's performance.

L. The Medical Director shall at all times comply with all Bylaws, Rules and Regulations of the City of Georgetown and the Department, and with all pertinent provisions of the Georgetown municipal code and Texas law, Rules and Regulations, conditions of participation of the Medicare statutes, laws and regulations of the federal government, and the ethical and professional standards of the American Medical Association.

M. The Medical Director shall maintain appropriate professional liability insurance to cover claims that could arise from the Medical Director's practice of medicine within or outside the parameters of his or her role as Medical Director. The Medical Director shall provide the City with a certificate of said insurance, and shall notify the City in writing in the event such insurance is canceled or modified.

N. The City agrees that it shall reimburse the Medical Director for actual cost of a "rider" to Medical Director's professional liability policy which shall cover claims made against Medical Director for all liabilities, suits, costs, demands, claims, damages, losses and attorneys fees related to his or her acts and/or omissions pursuant to the duties and responsibilities as outlined in this Agreement.

O. As the Medical Director of the Department and while performing his or her duties and obligations hereunder, the Medical Director shall report administratively to appropriate City leadership.

II. OBLIGATIONS OF THE CITY:

During the Term of this Agreement:

A. The City shall support the Medical Director and shall ensure that an effective liaison with Department leadership is provided, including consideration of policies and procedures recommended by the Medical Director.

B. The City shall empower the Medical Director with authority commensurate with the responsibilities outlined in Section One and any amendments agreed upon by the parties.

C. The City shall provide resources necessary to comply with the responsibilities outlined above and any amendments agreed upon by both Parties including but not limited to: Communication equipment as required to provide the Medical Director with real time, continuous communications to all contracted services.

D. The City shall agree that the Medical Director has final authority to delegate medical acts to properly qualified personnel for Department.

E. The City shall provide a Department of Emergency Medical Services directed by an EMS Coordinator and staffed by personnel for Department.

III. COMPENSATION

A. The City will compensate the Equinox Medical Services, LLC in accordance with Appendix A.

B. Upon the Fire Chief's approval, the Equinox Medical Services, LLC may be reimbursed for reasonable expenses pertaining to continuing education, travel, and work-related expenses.

C. Compensation has been determined and set in advance of establishment of this Arrangement and was not determined in a manner that takes into account the volume or value of any referrals of patients by the Medical Director or other business generated between the Parties. Compensation is based on fair market and is paid on a flat fee basis monthly.

IV. TERM OF AGREEMENT; RENEWAL; TERMINATION; AMENDMENT

A. The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. Provided this Agreement is in full force and effect and the Medical Director is not in default hereunder, this Agreement shall be automatically renewed for successive terms of one (1) year (each a "Renewal Term") between the parties and according to the terms of the existing contract.

B. Either Party may terminate this Agreement, without cause, on thirty (30) days prior written notice to the other Party.

C. The City may terminate this Agreement immediately upon written notice to the Equinox Medical Services, LLC upon the occurrence of any one (1) of the following events:

(1) The death, retirement, or permanent disability of the Medical Director; the conviction of the Medical Director on any felony or moral turpitude charge by any federal or state authority; the suspension or revocation for any reason of the Medical Director's license to practice medicine; the reduction, termination, suspension or loss by the Medical Director of Medical Staff privileges at a hospital; or the exclusion of the Medical Director from participation in any federal healthcare program or conviction of the Medical Director of any healthcare fraud offense; or

(2) If, in City's opinion, such action is reasonably necessary to secure the health, safety, or welfare of patients, including disruption of the day-to-day operations of the Department, in the sole discretion of the City.

D. Upon the occurrence of a material breach of this Agreement, the non-breaching Party shall send a notice of the alleged breach to the breaching Party and the breaching Party shall have thirty (30) days within which to cure such breach, to the reasonable satisfaction of the non-breaching Party. If the breach continues after such thirty (30) -day period, the non-breaching Party may terminate this Agreement on written notice thereafter, unless the breach cannot reasonably be cured within the initial thirty (30) -day period, provided the breaching Party has diligently commenced to cure the breach within the initial thirty (30) -day period and thereafter cures the breach to the reasonable satisfaction of the non-breaching party.

E. This Agreement may be terminated pursuant to Section V(E) herein.

F. City Termination Due to Lack of Funding. In the event the City determines in its sole discretion that sufficient funds are not available for the continuation of payments for services for the remaining Term of this Agreement, then the City shall have the right to terminate this Agreement without penalty, provided the City delivers written notice to Equinox Medical Services, LLC not less than thirty (30) days prior to the identified date of funding termination. The City shall have no further payment obligation beyond the identified date of funding termination, except for payment of services provided prior to the date of funding termination.

V. MISCELLANEOUS

A. Notices. All notices required to be made under this Agreement shall be deemed to have been duly given if in writing signed by the Party giving it and, except in the case of a notice to change address which will be complete when the notice is received, hand delivered, with acknowledged receipt, or mailed, postage prepaid, return receipt requested, by certified or registered mail to City or Equinox Medical Services, LLC, as applicable, at the addresses set forth below, or to such other individual or address as a Party may designate by written notice in accordance with this Section.

Notice to Equinox Medical Services, LLC:

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

B. Relationship of the Parties. The City and Equinox Medical Services, LLC are independent entities, and neither Party shall have the power to obligate or bind the other Party whatsoever beyond the terms of this Agreement. This Agreement shall not be deemed to create an employment relationship, partnership or agency between Parties. The City shall not withhold on behalf of the Equinox Medical Services, LLC income tax or Social Security tax, and Equinox Medical Services, LLC nor the Medical Director shall be eligible for unemployment insurance, workers' compensation or other City insurance benefits. Payment of taxes and arrangements for insurance benefits shall be the exclusive responsibility of Equinox Medical Services, LLC which

it expressly agrees to discharge fully. The Medical Director shall not have any claim under this Agreement or otherwise against the City for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability benefits, unemployment insurance benefits or employee benefits of any kind. The City shall issue a Form 1099, or other appropriate form, to the Medical Director to reflect any payments made pursuant to this Agreement.

C. Nothing in this Agreement is intended or shall be construed to require any of the following of the Medical Director:

(1) To make referrals to a particular hospital or other healthcare facility, be in a position to make or influence referrals to the City, or otherwise generate business for the City.

(2) To restrict establishing staff privileges at, referring any patient to, or from otherwise generating any business for any other entity of the Medical Director' choosing.

D. Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request of the Secretary, the Comptroller or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the costs of providing the services.

E. If any Party carries out any of its duties under this Agreement through a subcontract, with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller or any of their duly authorized representatives the subcontract, the books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

F. If a Party is requested to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, he or she shall promptly notify the relevant Party of the nature and scope of such request and shall make available to said Party, upon request, all such books, documents or records, prior to the disclosure of such requested information.

G. Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement and the application of any term, covenant or provision to the Parties or circumstances other than those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and all other

terms, covenants and provisions shall be valid and enforceable to the fullest extent permitted by law. The Parties further agree that if any term, covenant or condition of this Agreement is found to be in violation of federal or Texas law, the Parties will reasonably comply with each other in any action required to bring this Agreement into compliance with law, including termination of this Agreement without liability to either Party.

I. Entire Agreement. This Agreement, including the Exhibit(s) attached hereto, contains the entire understanding of the Parties with respect to the provision of the Medical Director services for the Department and professional services provided by the Medical Director to Department patients on behalf of the City, and supersedes and terminates all prior agreements and/or understandings, written and oral, with respect to the same.

J. Amendment. This Agreement may not be amended or modified except by written agreement duly authorized and signed by both Parties.

K. Waiver. The failure of one of the Parties to enforce any part of this Agreement shall not operate as a waiver of its right to later enforce that provision or to enforce the balance of this Agreement.

L. Confidentiality.

(1) As Medical Director of the Department, the Medical Director may have access to confidential, non-public information such as the City's operations, financial, strategic planning and marketing information (collectively "Confidential Information"). The Medical Director shall use his or her best efforts to preserve the confidentiality of any Confidential Information and not use it for his or her own benefit or disclose any Confidential Information to any third parties without the advance written permission of the City. Confidential Information shall not include (a) information that is public information at the time the information is disclosed to the Medical Director or thereafter becomes public through no violation of this Agreement; (b) information that was in the possession of the Medical Director on a non-confidential basis prior to disclosure by the City; (c) information that is hereafter acquired by the Medical Director from a third party who is not bound by a confidentiality agreement with the City; or (d) information that was developed by the Medical Director without the use of the Confidential Information. In addition, the Medical Director agrees that the terms and conditions of this Agreement are confidential and shall not be disclosed to third parties without the written consent of the City; however, nothing in this Section shall preclude the Medical Director or the City from seeking counsel with regard to this Agreement.

(2) As Medical Director of the Department and as provider of professional services to Department patients, the Medical Director may have access to patient records and information ("Patient Information"). The Medical Director shall use his or her best efforts to preserve the confidentiality of all Patient Information and shall adhere to policies and procedures governing the confidentiality of Patient Information, as in effect and amended from time to time, including compliance with the requirements of the Privacy Regulations of the Health Insurance Portability and Accounting Act of 1996, as amended ("HIPAA").

(3) The provisions of this Section V(L) shall survive termination of this Agreement for any reason.

M. No Construction Against Either Party. The Parties understand, agree, and acknowledge that this Agreement has been freely negotiated by both Parties, that both Parties have had the opportunity to consult with counsel with regard to its terms and conditions, and that should any controversy arise over the meaning, interpretation, validity or enforceability of this Agreement or of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either Party by virtue of that Party having drafted this Agreement or any part of it.

N. Governing Law. This Agreement shall be governed by the applicable Texas law without regard to the choice of law provisions. Any legal action involving this Agreement shall be venued in a court of competent jurisdiction located in Williamson County, Texas.

O. Binding Effect. This Agreement shall be binding on and inure to the benefit of, the Parties and their respective successors and permitted assigns.

P. Non-Discrimination. The Parties hereto agree that the Medical Director agrees to treat patients in a non-discriminatory manner.

City of Georgetown:

Equinox Medical Services, LLC:

By: _____

By: _____

Printed Name: _____

Printed Name: Ryan Ransley

Title: _____

Title: MEDICAL DIRECTOR

APPENDIX A COMPENSATION

As consideration for the Medical Director services set out within the Agreement, the City shall compensate the Equinox Medical Services, LLC in the amount of twelve-thousand, nine-hundred and fifty dollars (\$12,950.00) per month payable to Equinox Medical Services, LLC on the last City pay period of the applicable month.

Each month during the Term of the Agreement, the Equinox Medical Services, LLC shall provide a documented list of services representing a minimum of seventy (70) hours per month the Medical Director spent performing such duties as set forth in Appendix B or in such other format mutually agreeable to the Parties.

APPENDIX B

Physician Time Sheet

Category: Services to Provider	Monday Hrs.	Tuesday Hrs.	Wed. Hrs.	Thurs Hrs.	Fri. Hrs.	Sat. Hrs.	Sunday Hrs.
Chart Review							
Telephone consult							
Inpatient Consult							
Inpatient chart review							
TOTAL							
Category: Services to Provider	Monday Hrs.	Tuesday Hrs.	Wed. Hrs.	Thurs Hrs.	Fri. Hrs.	Sat. Hrs.	Sunday Hrs.
Chart Review							
Telephone consult							
Inpatient Consult							
Inpatient chart review							
TOTAL							

Week Comments

Physician Signature: _____

Date: _____