

# **WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES ASSOCIATE MEDICAL DIRECTOR AGREEMENT**

**THIS EMERGENCY MEDICAL SERVICES ASSOCIATE MEDICAL DIRECTOR AGREEMENT** (“Agreement”) is entered into by and between **THE COUNTY OF WILLIAMSON** ("County"), and **DR. LOUIS FORNAGE, MD** ("MD", “Physician”).

## **WITNESSETH:**

**WHEREAS**, MD is a Texas Licensed physician with expertise in the provision of emergency care and the Emergency Medical Services;

**WHEREAS**, County encompasses the Williamson County EMS Department (“EMS Provider”), that is responsible for providing emergency medical services (“EMS”) to citizens of Williamson County;

**WHEREAS**, MD is duly qualified and licensed to practice medicine in the State of Texas with a special interest and training in emergency medicine;

**WHEREAS**, County has a need for a physician with special training and expertise in emergency medicine to provide associate off-line and on-line medical direction to EMS Provider and its emergency operations; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **I. PROVISION OF ASSOCIATE EMS MEDICAL DIRECTOR SERVICES BY MD**

1.1 Services. MD agrees to serve as Associate Medical Director for EMS Provider (the "Associate EMS Medical Director"). As Associate EMS Medical Director, MD shall work cooperatively with the Medical Director to:

1.1-1 Approve the level of pre-hospital care which may be rendered locally by the personnel employed by and/or volunteering with the EMS Provider under the Medical Director’s supervision, regardless of the level of state certification or licensure, before the personnel is permitted to provide such care to the public;

1.1-2 Establish and monitor compliance with field performance guidelines for EMS personnel;

1.1-3 Establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services ("TDSHS") EMS certification regulations;

- 1.1-4 Develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS Provider;
- 1.1-5 Direct an effective system audit and quality assurance program;
- 1.1-6 Make formal recommendations on medically related aspects of operation of the EMS Provider including the inspection, evaluation, and approval of the Provider's performance specifications;
- 1.1-7 Function as the primary liaison between the EMS Provider's administration and the local medical community, ascertaining and being responsive to the needs of each;
- 1.1-8 Take or recommend appropriate remedial or corrective measures for EMS Provider's personnel, in conjunction with local EMS Provider's administration, which may include but are not limited to counseling, retraining, testing, probation, and/or field preceptorship;
- 1.1-9 Suspend a certified EMS Provider's personnel from medical care duties for due cause pending review and evaluation;
- 1.1-10 Establish the circumstances under which a patient might not be transported;
- 1.1-11 Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;
- 1.1-12 Establish criteria for selection of a patient's destination;
- 1.1-13 Develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards;
- 1.1-14 Promptly respond to requests for information by EMS Provider relating to the subject matter items of this section as well as patient care issues;
- 1.1-15 Provide timely review and consultation with regard to medical records;
- 1.1-16 Maintain all medical licensure and certifications in good order.

- 1.1-17 Evaluate and make recommendations on appropriate equipment and supplies available to the EMS Provider.
- 1.1-18 Assist in the provision and coordination of continuing education programs of EMS Provider.
- 1.1-19 Establish and regularly evaluate the list of medications, including minimum quantities and dosages, to be carried on EMS Provider vehicles, and the EMS Provider's compliance with laws and regulations impacting its acquisition, storage, and use of those medications.
- 1.1-20 Review regional mass casualty and disaster plans and provide guidance to the EMS Provider regarding its provision of emergency medical services under those plans.
- 1.1-21 Provide all necessary attestations and certifications regarding EMS Provider's compliance with licensing and legal requirements, including, to the extent applicable, those requirements that apply to certified First Responder Organizations as set forth in 25 T.A.C. §157.14(c)(1)(E).

MD, agrees that MD will only be assisting in approving care or activities that were provided/performed during the time the MD was Associate Medical Director hereunder.

- 1.2. EMS Point of Care Services. MD shall in conjunction with the Medical Director provide in-field/point-of-care clinical and consulting services, including, but not limited to, instruction and direction to EMS Provider paramedics. While providing in-field/point-of-care clinical and consulting services, MD shall not, in any way, attempt to influence or direct EMS Provider's or patients' selection of hospitals or other facilities. MD shall provide the services described in this Section 1.2 in a manner which supports EMS Provider's obligation to ensure compliance with patient choice, as well as with all state, local, and federal laws regarding ambulance transport.
- 1.3 Qualifications. MD shall exhibit and possess the following qualifications as a condition precedent to serving as the EMS Associate Medical Director hereunder:
  - 1.3-1 Maintain an unlimited license to practice medicine in the State of Texas;
  - 1.3-2 Be registered with TDSHS as an EMS Medical Director in the State of Texas;
  - 1.3-3 Be board certified or board eligible in emergency medicine; be board certified or board eligible in EMS medicine and have the ability to successfully complete those board certifications within a period of no more than 24 months from the time this agreement is placed into effect;

- 1.3-4 Have experience in prehospital emergency care and emergency management of ill and injured patients;
  - 1.3-5 Be familiar with: (i) the design and operation of EMS Systems; and (ii) dispatch communications operations of prehospital emergency units.
  - 1.3-6 Comply with all continuing education requirements applicable to off-line medical directors;
  - 1.3-7 Be and remain a member in good standing of at least one (1) hospital serving patients in Texas;
  - 1.3-8 Be actively involved in/or knowledgeable about:
    - a. the training and/or continuing education of EMS personnel, under the EMS Medical Director's direct supervision, at their respective levels of certification;
    - b. dispatch and communications operations of pre-hospital emergency units; and
    - c. laws and regulations affecting local, regional, and state EMS operations.
  - 1.3-9 Not be medical director for more than 20 EMS providers without obtaining a waiver from TDSHS; and
  - 1.3-10 Not be, and never have been, suspended or terminated/excluded for cause by any governmental agency or from the Medicare, Medicaid or CHIP programs.
- 1.4 Time Commitment. MD shall devote such time, skill, and attention to performing Services as may be reasonably required. It is anticipated that MD will devote approximately thirty-two (32) hours per month providing Services hereunder. MD shall only be permitted to provide services in excess of twenty (32) hours per month upon written consent from EMS Provider. No later than the fifteenth (15th) day of each month, MD shall submit to EMS Provider documentation of Services provided during the preceding month. Such documentation shall be in the form of a timesheet, provided as the parties may mutually agree upon.
- 1.5 Notification to TDSHS. MD shall be responsible for disclosing to TDSHS the names of all EMS providers for whom the MD holds the position of off-line medical director in conformance with applicable TDSHS requirements.

## **II. COMPENSATION AND BILLING**

In consideration for services provided by MD, County shall compensate MD an hourly rate of \$200.00 per hour worked, and shall not exceed the total amount of \$80,000.00 during the initial one (1) term or any annual term thereafter unless otherwise agreed to, in advance, pursuant to a written amendment to this Agreement that is executed by the parties.

MD shall prepare and submit to County monthly invoices with sufficient detail of the services rendered during the preceding month. The format for such monthly invoices must be in a format acceptable to the Williamson County Auditor. Upon submitting the initial invoice, MD shall provide the Williamson County Auditor with an Internal Revenue Form

W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to MD will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later. MD may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with Chapter 2251, V.T.C.A., Texas Government Code; however, the MD's ability to charge a late fee shall not apply in the event MD fails to submit an invoice in accordance with the requirements of this Agreement; or there is a bona fide dispute between County and MD concerning the services performed that causes the payment to be late. The Williamson County Auditor shall document to MD any issues related to a disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**III. TERM AND TERMINATION**

3.1 Term. The term of this Agreement shall be for one (1) year commencing on the date of the last party's execution below. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party provides the other with notice of its intention not to renew at least ninety (90) days prior to the end of any then-current term.

3.2 Termination. This Agreement may be terminated as follows:

3.2-1 Termination by Agreement. In the event County and MD shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

3.2-2 Immediate Termination for Specific Breaches. County may terminate this Agreement immediately upon written notice to MD in the event:

- (i) MD fails to qualify for professional liability insurance coverage as required by this Agreement;
- (ii) MD's license to practice medicine in any state is placed on probation, suspended or revoked;
- (iii) MD's right to use or prescribe any controlled substance is suspended or revoked;
- (iv) MD's membership and/or privileges on the Medical Staff of any hospital are restricted, limited, revoked, or terminated except in those instances when action is taken based on MD's inactivity in an

identified area;

- (v) MD is convicted of the commission of a felony or pleads guilty or no contest to the commission of a felony; or
- (vi) MD's qualification as a Medicare or Medicaid provider is terminated.

3.2-3 Termination Upon Failure to Cure. If either party materially breaches any term of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach and setting forth a cure period of forty-five (45) days ("Cure Period"). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party, at its option, may terminate the Agreement effective immediately without further notice upon the expiration of the Cure Period. Notwithstanding the foregoing, if a breach is cured within the Cure Period but the breaching party commits a further material breach within a six (6) month period following the expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without any further cure period being afforded. As used in this Section 3.2-3, MD shall be deemed to have materially breached this Agreement in the event:

- (i) MD is incapable of performing services required by this Agreement for a period of thirty (30) consecutive days;
- (ii) Certification by MD's specialty board is suspended or terminated;
- (iii) MD fails, in a material fashion, to provide the services required by this Agreement; or
- (iv) MD's qualification as a Medicare or Medicaid provider is restricted or limited.

3.2-4 Termination for Convenience. The Agreement may be terminated at any time for convenience, at the option of either party, without future or prospective liability for performance, upon give thirty (30) days written notice thereof.

#### **IV CONFIDENTIALITY AND TRADE SECRETS**

4.1 Proprietary Information. In the course of providing services hereunder, MD will acquire valuable proprietary data and other confidential information with respect to EMS Provider's activities. The parties agree that such proprietary data and other confidential information include, but are not limited to, the following: EMS Provider's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of EMS Provider's

patients, patient record cards, patient files, and data on EMS Provider's suppliers, as well as similar information relating to EMS Provider's current or future affiliates. In addition, MD, on behalf of EMS Provider, may develop personal acquaintances with patients and prospective patients of EMS Provider. As a consequence, the parties acknowledge that MD will occupy a position of trust and confidence with respect to EMS Provider's affairs and services. In view of this position and the remuneration to be paid to MD for the services of MD, MD acknowledges that it is reasonable and necessary for the protection, goodwill and business of EMS Provider, that County and MD agree to those terms contained in this Article IV regarding the conduct of MD during and subsequent to MD's rendering of services to EMS Provider, and that EMS Provider will suffer irreparable injury if MD engages in the conduct prohibited thereby. County and MD represent that their experience and abilities are such that observance of these terms will not cause County or MD any undue hardship or unreasonably interfere with County's ability to do business or MD's ability to earn a livelihood.

- 4.2 Restriction on Unauthorized Disclosure. During the term of this Agreement and thereafter, MD will not, without the express written consent of EMS Provider, directly or indirectly communicate or divulge, or use for their own benefit or the benefit of any other person, firm, association or corporation, any of EMS Provider's or its affiliates' proprietary data or other confidential information, including by way of illustration, the information described in Section 4.1, which were communicated to or otherwise learned by MD in the course of the relationship covered by this Agreement. MD may, however, disclose such matters to the extent that disclosure is required in the course of the relationship with EMS Provider, or by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, MD will not use such proprietary data or other confidential information in any way or in any capacity other than as a physician employed by EMS Provider and to further EMS Provider's interests.

## V. INSURANCE

- 1.1 Insurance Provided by MD. In the event MD, shall assume the medical professional care of any one or more of the patients transported by County, MD acknowledges and agrees that MD shall be responsible for professional liability insurance coverage associated with such care. In that regard, MD agrees to maintain necessary and appropriate professional liability insurance in amounts not less than \$1 million per occurrence/\$3 million aggregate for the duration of the Agreement
- 1.2 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to County. MD shall include "Williamson County, Texas" and its respective officers, directors, agents, and employees as an Additional Insured on all required policies.

Immediately upon execution of this Agreement and before any care is rendered, MD shall send the requires certificates of insurance to the Risk Management Department:

coi.submission@wilco.org.

## VI. STATUS OF PARTIES

In performing services as contemplated hereunder, the parties agree that MD is acting as independent contractor of EMS Provider, and that MD is not an employee of EMS Provider. MD agrees to pay, as they become due, all federal and state income taxes, as well as other taxes, including employment taxes due and payable on the compensation earned by MD through MD's provision of services under this Agreement, and to indemnify and hold EMS Provider harmless from any and all taxes, penalties, or interest which might arise by MD's failure to do so. This provision shall survive the termination of this Agreement.

## V. MISCELLANEOUS MEDICARE PROVISIONS

5.1 Fraud and Abuse Rules/Stark Self-Referral Prohibitions. The parties agree that this Agreement is intended to comply with the Medicare/Medicaid Fraud and Abuse Rules and Stark Self-Referral Prohibitions (collectively referred to as "Relevant Laws"). "Relevant Laws" include statutes and/or regulations that become effective after the commencement of this Agreement as well as any new or different interpretations of Relevant Laws. If at any time this Agreement is found to violate the Relevant Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Relevant Laws, the Agreement may be terminated immediately upon written notice to the other party.

## VI. GENERAL PROVISIONS

- 6.1 Party Representatives. Each party agrees to designate an individual contact person/representative to serve as the primary point of contact for contract or performance issues which arise from time to time between the parties. Such individual may be replaced by time to time by either party upon advance written notice to the other party.
- 6.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 6.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.
- 6.4 No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.
- 6.5 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and constitutes the entire Agreement between the parties hereto. MD shall not be entitled to benefits other

than those herein specifically enumerated.

- 6.6 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of County and MD by an official of each, specifically authorized to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 6.7 Governing Law. This Agreement shall be construed and governed by the laws of the state of Texas. Venue of this Agreement shall be Williamson County, Texas.
- 6.8 Health Insurance Portability and Accountability Act Compliance. MD and County agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91- "HIPAA").
- 6.9 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

COUNTY

Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, TX 78626

MD

At the address provided under MD's signature below.

- 6.10 Regulatory Compliance. The parties will operate at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the parties.
- 6.11 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 6.12 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

**XII. EXECUTION**

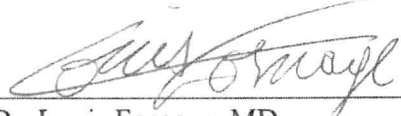
**IN WITNESS WHEREOF**, the duly authorized representatives of County and MD have executed this Agreement to be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY, TEXAS (County)**

By: \_\_\_\_\_  
As Presiding Officer of the Williamson  
County Commissioners Court

Date: \_\_\_\_\_

**ASSOCIATE MEDICAL DIRECTOR (MD)**

BY:   
Dr. Louis Fornage, MD

Date: 5/15/25

Address for Notice:

