

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT is made between **City of Seguin** (“Agency”) and **Beacon Emergency Services Team P.A. d/b/a BEST EMS** (the “Company”) set out on the signature page of this Agreement. This Agreement is effective as of **May 1, 2025** (“Effective Date”).

WHEREAS, the Company employs or contracts with physicians who are duly qualified and licensed to practice medicine in the state and has approved one of its physicians to act as a medical director for the Agency;

WHEREAS, the Company’s physician has expertise in the field of medicine, emergency medical services, emergency medical services oversight and administration;

WHEREAS, Agency provides emergency medical services (“EMS”), non-emergency medical services, mobile healthcare and other related services and desires to obtain the services of a medical director;

WHEREAS, the Company is willing to provide the services of a medical director to Agency for its operations in EMS SERVICES;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Company Services.** The Company shall provide a physician to serve as the Medical Director (“Medical Director”) for Agency. As of the Effective Date, the Medical Director will be **Justin Norheim, D.O.** (“Physician”). Company will have the right, however, to appoint any other physician as the Medical Director in place of physician in the event physician leaves the Company or otherwise ceases to serve as Medical Director. The physician at any time serving as the Medical Director must be reasonably acceptable to Agency and must meet the following requirements who will fulfill the following services to Agency:
 - a. Provide comprehensive medical oversight (direct and indirect) for clinical services delivered by Agency’s personnel. Medical Director shall participate in the implementation of clinically sound, evidence-based expectations for the system;
 - b. Provide medical oversight and guidance for Agency’s quality leadership activities through serving as a liaison between Agency and the local medical community, collaborating with local designated quality organizations and/or committees to define quality standards, identify metrics, review performance data, identify opportunities for improvement, test new processes, and ultimately to adopt best practices.
 - c. Review quality improvement and performance reports, provided by Agency and identify opportunities for improvement in patient care or system design and collaborate with all appropriate entities to develop an improvement program.;
 - d. Review recorded medical oversight, control or direction conversations (if available) to assure appropriate clinical care and decision making by all entities.
 - e. Review and respond to requests to review high priority clinical cases within twenty-four (24) hours of being notified;
 - f. Make or direct the making of such reports and records relating to patient care as may be required by Agency and/or regulatory bodies, whether public or private;
 - g. Develop criteria for establishment and maintenance of credentials for Agency’s emergency medical services personnel;

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- h. Direct, coordinate, and/or participate in initial, ongoing and remedial education of emergency medical services personnel in accordance with Agency's policies;
 - i. Instruct and inform Agency management and governmental boards or agencies to summarily limit, suspend, or withdraw clinical credentials of personnel;
 - j. Advise and assist in the organization in implementation of an effective utilization review program for Agency and perform utilization review services;
 - k. Assist in the design and development of protocols, guidelines, patient information forms, medical record forms, and consent forms for use in the field or for Agency purposes;
 - l. Undertake activities, as reasonably requested by Agency, including but not limited to professional contacts with physicians, healthcare systems, public health agencies, health plans paramedic associations, nursing associations, governmental agencies, and state and local medical societies in order to apprise such individuals and groups of the nature and availability of facilities and services of Agency and facilitate the exchange of information on patient care, administration, medical policy, and utilization review;
 - m. Actively participate in the professional development of all staff in Agency and collaborate in communicating medical competency and expertise to the medical community and general public. Give technical advice and assistance as may be requested to facilitate the evaluation, acquisition, implementation and utilization of medical equipment, expansion of Agency services, as well as general strategic planning and collaborative efforts with other healthcare systems;
 - n. Authorize, supervise and approve the purchase of necessary medications for pre-hospital use by Agency in accordance with the full scope of practice. Company acknowledges and agrees that controlled medications are specifically included within the definition of medications covered by this agreement and Medical Director will be responsible for approving all local implementation plans for the ordering, distribution and handling of controlled substances (to include oversight and sign-off on all controlled substance records and logs in a timely manner) consistent with local, state & federal requirements. Medical Director shall maintain all appropriate state and federal permits, registrations or licenses necessary to prescribe controlled substances;
 - o. Fulfill all Medical Director Functions including protocol development, education and performance review associated with the operation of any Agency communications centers within the area;
 - p. Fulfill all Medical Director Functions associated with the operation of any Agency Inter-facility, Specialty, Mobile Integrated Healthcare or Critical Care Transport operations;
 - q. Perform any other functions associated with the role of a medical director as may be requested by Agency;
 - r. Participate in all required activities associated with local and/or national accreditation processes;
 - s. Participate in sanctioned appropriately research activities.
 - t. Serve as the primary liaison between Sequin Fire Department EMS system administration and the local medical community, ascertaining and being responsive to the needs of each.
2. **Time Commitment.** Medical Director will be in the fire station a minimum of **eighteen (18)** hours per month. The Medical Director shall be expected to be available to provide the above duties. The Company shall establish appropriate contact information to assure 24/7 availability of physician consultation (including designation of specific hospital-based physicians or designated base-station contacts authorized to provide direct medical control).

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3. **Compensation.** As payment for the services rendered by Company and Medical Director, Agency shall pay to Company the amount of **\$65,928.80** for the initial term of the agreement. Agency will make twelve (12) monthly payments in the amount of **\$5,494.06** each to Company for services provided in the initial term under this Agreement. Payment will be due within thirty (30) days from the receipt of invoice by Agency. **The amount due for services will increase three percent (3%) upon each automatic renewal, as outlined in 4 Term below.** Payment should be made payable to Beacon Emergency Services Team P.A. d/b/a BEST EMS and mailed to BEST EMS, Attn: Accounts Payable, 4835 LBJ Freeway, Suite 900, Dallas, TX 75244.
4. **Term.** The term of this Agreement shall commence on the Effective Date and shall be for one year. This Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
5. **Termination.** This agreement may be terminated prior to the expiration of its Term as follows:
 - a. Immediately by Agency upon the suspension, revocation or restriction of Medical Director's license to practice medicine or dispense medications unless Company provides a replacement Medical Director, with Agency's approval;
 - b. Immediately by Agency if it determines in its reasonable discretion that continued provision of services by the Company and/or Medical Director will jeopardize health or safety; or
 - c. With or without cause by either party by providing written notice of intent to terminate. Such termination shall become effective and the agreement shall be terminated in its entirety on the 30th calendar day following receipt of the written notice of terms herein described.
6. **Relationship.** In the performance of services under this Agreement, Company, Medical Director and Agency shall at all times be acting and performing as independent contractors. Nothing contained herein shall be deemed or construed to create any agency, partnership, joint venture, or employer-employee relationship between Company, Medical Director and/or Agency. Agency shall not have direct supervision over the manner in which Medical Director performs medical direction services pursuant to this Agreement. Agency shall not be responsible for the payment of any applicable taxes or withholdings related to Company's or Medical Director's services. Agency and Company agree that all services provided hereunder shall be provided in accordance with the terms and conditions of standard medical protocols in the state where the services are provided.
7. **Right to Engage in Other Activities.** Except where a conflict of interest may exist (e.g., working for a competitor of Agency or working for a governmental agency involved in oversight of the designated Agency emergency medical services), nothing contained herein shall be deemed to restrict or prevent Company or Medical Director from engaging in consultation services or in any other business at such times, places, and in such manner as Company shall determine in its discretion during the Term of this Agreement and thereafter so long as Company is able to carry out the provisions of this Agreement.
8. **Standard of Care.** Medical Director shall render services in compliance with the accepted medical standard of care in the community and profession.
9. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. Company and Medical Director shall also maintain all licenses, certifications or accreditations necessary to provide Services hereunder.
10. **Maintenance of Records.** As applicable, each party will retain books and records respecting services rendered to patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent

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required by law. Run reports and patient care records shall be maintained in accordance with the requirements of Agency and Company and shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Each of the parties shall have the right to obtain copies of relevant portions of patient records maintained by the other party to the extent necessary to defend against legal actions taken against such party or its physicians or employees involved in the care of a patient.

11. **Insurance.** Company's professional liability insurance covers Medical Director for services that are provided under this Agreement.
12. **Indemnity.** To the extent allowed by law, each party will indemnify and hold the other harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct.
13. **HIPAA.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws. The parties shall execute the Business Associate Agreement attached as Exhibit "A".
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Agency:

City of Seguin
Attn: Steve Parker, City Manager
205 N. River Street
Seguin, TX 78155

If to Company:

BEST EMS
Attn: Dr. Elizabeth Fagan / Tina Dunn
4835 LBJ Freeway, Suite 900
Dallas, TX 75244

With Mandatory Copy to:

Integrative Emergency Services, LLC
Attn: Matt Innes, Attorney
4835 LBJ Freeway, Suite 900
Dallas, TX 75244

15. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
16. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies

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that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

17. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

CITY OF SEGUIN

**BEACON EMERGENCY SERVICES TEAM P.A.
D/B/A BEST EMS**

By: _____
Steve Parker, City Manager

By: _____
Nestor Zenarosa, M.D., Chief Executive Officer

Date: _____ Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made between **City of Seguin** (“Covered Entity”) and the **Beacon Emergency Services Team P.A. d/b/a BEST EMS** (the “Business Associate”). This Agreement is entered into effective **April 1, 2025**.

BACKGROUND

Covered Entity and Business Associate have entered into a medical director agreement (“Services Agreement”) dated **April 1, 2025**, pursuant to which Business Associate arranges for the provision of services to Covered Entity. This Business Associate Agreement is intended as a supplement to the Services Agreement for the purpose of meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) for the treatment of Protected Health Information, as defined herein, that may be disclosed by Covered Entity to Business Associate.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in 45 CFR 160 and 164 HIPAA Regulations; the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 and its implementing regulations.

“Business Associate” is a person or entity that arranges, performs, or assists in performing services on behalf of Covered Entity and creates, receives, maintains, or transmits protected health information for a function or activity regulated under 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations including any services defined under 45 CFR 160.103 as amended;

“Protected Health Information” (“PHI”) means information that is: (i) created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of Health Care to an individual; or the past, present, or future Payment for the provision of Health Care to an individual; (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In addition, the uses, disclosures or requests for PHI described herein shall be, to the extent practicable, limited to a Limited Data Set or the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Further, Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA regulations or the HITECH Act if so, used by Covered Entity.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees

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in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, within 10 (ten) days, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Within ten (10) days of a request from Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a timely manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) days of a request, information collected in accordance with Section 2 (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(k) Business Associate agrees to establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of electronic PHI. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information ("the Security Rule", published at 45 CFR Parts 160 – 164), and be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

(l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees, in writing, to implement reasonable and appropriate safeguards to protect that information.

(m) Business Associate agrees to report any security breach of which it becomes aware to Covered Entity without unreasonable delay, but no later than 30 days after discovery of the breach. For purposes of this agreement, a "security breach" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. Further, this includes a breach of unsecured PHI as defined by the implementing regulations of the HITECH Act as of their effective date. This does not include trivial security incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

3. Prohibited Use and Disclosure

(a) Except as otherwise described herein, the Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose expressly approved by Covered Entity. The Business Associate understands that it is not authorized to disclose any information related to patient information to anyone outside Covered Entity, unless otherwise expressly approved by Covered Entity. Business Associate shall not receive any direct or indirect remuneration for PHI except as would be permitted

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by this Agreement and 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations. Business Associate understands it is subject to all civil and criminal penalties for violations of the Privacy Rule and Security Rule.

4. **Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j) (1) and 164.504(e).

5. **Obligations of Covered Entity**

(a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except in connection with Data Aggregation or management and administrative activities of Business Associate otherwise permitted under this Agreement.

7. **Term and Termination**

(a) *Term.* This Agreement shall be effective as of the date first written above and shall terminate only upon termination of the agreed upon Services Agreement.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement and the Services Agreement if Business

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Associate does not cure the breach or end the violation within the time specified by Covered Entity. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement and the Services Agreement.

8. Effect of Termination

(a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction, for so long as Business Associate maintains such PHI.

9. Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule or Security Rule.

IN WITNESS WHEREOF, the Covered Entity and Business Associate have executed this Agreement effective as of the day and year first above written.

<p>“Covered Entity”</p> <p>CITY OF SEGUIN</p> <p>By: _____</p> <p>Print Name: Steve Parker Print Title: City Manager</p>	<p>“Business Associate”</p> <p>BEACON EMERGENCY SERVICES TEAM P.A. D/B/A BEST EMS</p> <p>By: _____</p> <p>Print Name: Nestor Zenarosa, M.D. Print Title: Chief Executive Officer</p>
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