

## PROFESSIONAL SERVICES AGREEMENT

# MEDICAL DIRECTOR

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This Agreement is made and entered into this 18th day of November 2025, effective December 1, 2025, by and between the City of Arkansas City, Kansas ("City") and C. Joseph O'Donnell, D.O. ("Medical Director").

### 1. PURPOSE

The Arkansas City Fire-EMS Department desires to engage a qualified physician to act as Medical Director for its Emergency Medical Services (EMS) program. The Medical Director is a physician duly licensed by the State of Kansas, experienced in emergency medicine, and qualified to provide medical oversight consistent with Kansas Board of EMS regulations.

### 2. OBLIGATIONS OF THE MEDICAL DIRECTOR

#### 2.1 Status and Membership

The Medical Director shall maintain an unrestricted license to practice medicine or osteopathy in Kansas, possess a minimum of five (5) years of experience in emergency medical care, and abide by all applicable federal, state, and local laws, and all City and departmental policies. Failure to satisfy any of these conditions shall constitute grounds for termination under this Agreement.

#### 2.2 Duties and Responsibilities

The Medical Director shall provide medical oversight and direction to ensure compliance with Kansas Board of EMS standards; develop, review, and approve EMS medical and trauma protocols, treatment standards, and use of equipment and medications; approve and monitor training and continuing education of EMS personnel; review ambulance run reports and patient care records for quality assurance; and advise the Fire Chief and EMS Director on matters related to medical care, protocol development, and staff performance.

#### 2.3 Compliance

The Medical Director shall comply with the Kansas Medical Practice Act, the Kansas Board of Healing Arts, and all other applicable laws and regulations.

#### 2.4 Insurance

The Medical Director shall maintain professional liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and provide the City with proof of coverage upon request.

## **2.5 Confidentiality**

The Medical Director shall maintain the confidentiality of all information obtained in the course of service and comply with applicable privacy laws. Disclosure may occur only with prior written consent or as required by law.

## **2.6 Financial Obligation**

The Medical Director shall not incur or authorize any expenditure on behalf of the City without prior written consent of the City Manager.

## **2.7 Communications**

All official communications under this Agreement shall be directed to the Fire Chief and EMS Director, who shall represent the City in matters relating to the Medical Director's performance.

## **2.8 Documentation and Reporting**

The Medical Director shall maintain documentation of all protocol approvals, training oversight, and quality assurance reviews, retained for a minimum of five (5) years and made available to the Kansas Board of EMS upon request.

## **2.9 Conflict of Interest**

The Medical Director shall promptly disclose any actual or potential conflicts of interest, including other affiliations that may affect impartiality in overseeing the City's EMS operations.

# **3. OBLIGATIONS OF THE CITY**

## **3.1 Compensation**

The City shall pay the Medical Director \$2,500.00 per month beginning December 1, 2025, through December 31, 2026. If the Agreement automatically renews commencing December 1st annually for an additional term, beginning January 1, 2027 compensation shall increase to \$3,500.00 per month. Payments will be made monthly following the month of service.

## **3.2 Annual Appropriation and Limitation of Liability**

All compensation under this Agreement is subject to annual appropriation by the City Commission. Nothing herein shall be construed as a multi-year obligation in violation of K.S.A. 10-1113 (Cash Basis Law).

# **4. INDEPENDENT CONTRACTOR STATUS**

The Medical Director serves as an independent contractor, not as a City employee. The Medical Director shall determine the means and methods for performing services. The City shall not withhold or pay payroll taxes, Social Security, or unemployment compensation and the Medical Director shall not be eligible for City employee benefits.

## **5. TERM AND TERMINATION**

This Agreement shall remain in effect from December 1, 2025, through December 31, 2026, and shall automatically renew for successive one-year terms commencing December 1<sup>st</sup> annually, unless either party provides thirty (30) days' written notice of intent not to renew. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice.

### **5.1 Termination for Cause**

The City may terminate this Agreement immediately if the Medical Director's license is suspended or revoked, or if the Medical Director fails to perform duties consistent with applicable laws, professional standards, or this Agreement.

## **6. LIABILITY AND INDEMNIFICATION**

### **6.1 General Liability**

The Medical Director shall be relieved of liability for acts or omissions of EMS personnel performed in good faith under approved protocols. The City shall indemnify and hold harmless the Medical Director for claims arising from actions within the scope of this Agreement, except in cases of gross negligence or willful misconduct.

### **6.2 City Liability Coverage**

The City shall maintain general liability insurance covering EMS operations and shall name the Medical Director as an additional insured.

### **6.3 HIPAA and Data Privacy Compliance**

The Medical Director shall comply with HIPAA, the Kansas Patient Privacy Act, and all applicable confidentiality provisions regarding patient information.

## **7. MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of Kansas. It constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendment must be in writing and signed by both parties. Both parties agree to comply with all applicable federal and state laws, including the Medicare/Medicaid Anti-Fraud and Abuse provisions. Execution of this Agreement has been duly authorized by all required municipal and professional actions.

## 8. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF ARKANSAS CITY

By: \_\_\_\_\_  
Randy Frazer, City Manager

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

C. JOSEPH O'DONNELL, D.O.  
128 N. Chelmsford Court  
Wichita, KS 67230  
Email: JosephO@sckrmc.org | [cjodonnell.ihp@gmail.com](mailto:cjodonnell.ihp@gmail.com)

By: \_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_  
Larry Schwartz, City Attorney

Attest:

\_\_\_\_\_  
Tiffany Parsons, City Clerk