

MEDICAL DIRECTOR PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into on _____, 2023, by and between the City of Arkansas City, and Dr. Patrick T. Blatchford, a physician ("MEDICAL DIRECTOR").

PURPOSE

The Arkansas City Fire-EMS Department desires to engage a qualified physician to act as Medical Director for their Emergency Medical Services (EMS) program. MEDICAL DIRECTOR is a physician qualified by virtue of training and experience in the practice of medicine or osteopathy, is licensed as a doctor of medicine or osteopathy in the State of Kansas and meets the requirements for membership on the medical staff of the Arkansas City Fire-EMS Department.

NOW, THEREFORE, THE CITY AND MEDICAL DIRECTOR AGREE AS FOLLOWS:

1. OBLIGATIONS OF MEDICAL DIRECTOR

1.1 Status and Membership. MEDICAL DIRECTOR will remain in full compliance with all of the following conditions continuously during the entire term of this Agreement. Failure of MEDICAL DIRECTOR to satisfy any or all of the following conditions will constitute grounds for automatic termination of this Agreement as set forth in Section 5.

- a. MEDICAL DIRECTOR will be licensed as a doctor of medicine or osteopathy in the State of Kansas without restriction or subject to any disciplinary or corrective action;
- b. MEDICAL DIRECTOR will have FIVE (5) years as an EMS Medical Director and experience in emergency care medicine;
- c. MEDICAL DIRECTOR will abide by the policies and procedures of the City of Arkansas City and in direct compliance with all state, federal, local and rules, regulations, and standards.

1.2 Duties and Responsibilities of MEDICAL DIRECTOR.

- a. Provides overall medical direction for the Service's emergency medical technician (EMT), and Paramedics in order to maintain control of patient care in accordance with state rules and regulations.
- b. establishes medical policy in accordance with medical control functions to provide uniform benchmarks for patient care
- c. Develop, review, and implement medical and trauma protocols for all operational phases of basic and advanced life support, the selection and use of medications, supplies and medical equipment in cooperation with the EMS Director in order to ensure the utilization of proper procedures and materiel.
- d. Approve and monitor the activities and education of the attendants
- e. Reviews ambulance calls in consort with the EMS Director to verify appropriate medical care.
- f. Effectively provides advice to the EMS Director in matters pertaining to the selection, correction, and supervision of medical care providers.

1.3 Compliance with Standards. MEDICAL DIRECTOR will perform all services and duties under this Agreement in accordance with all laws, rules, regulations, ordinances, and judicial and administrative interpretations thereof, of the United States, the State of Kansas, the City of Arkansas City, and all

political subdivisions, agencies, and instrumentality's of any of them, as well as with the bylaws, rules, regulations, guidelines, policies, and procedures of Arkansas City Fire-EMS Department, as all of the foregoing may from time to time be in effect. Particularly, and not by way of limitation, MEDICAL DIRECTOR will comply with the Kansas Medical Practice Act and all rules and regulations of the Kansas Board of Healing Arts and will do everything necessary to maintain in effect his license as a doctor of medicine within the State of Kansas.

1.4 Insurance. The MEDICAL DIRECTOR and all physicians who may provide services hereunder for MEDICAL DIRECTOR will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than the greater of (i) the amount required by the Medical Staff Bylaws or (ii) \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

1.5 Time. MEDICAL DIRECTOR will devote such time and attention as is necessary to fulfill his or her duties and responsibilities.

1.6 Disclosure of Information. MEDICAL DIRECTOR recognizes and acknowledges that he will have access to certain confidential information of the Arkansas City Fire-EMS Department, and that such information constitutes valuable, special, and unique property of the City of Arkansas City. MEDICAL DIRECTOR will not, during or after the term of this Agreement, without the consent of the Arkansas City Fire-EMS Department, disclose any such confidential information to any other person, firm, corporation, association, or other entity for any reason or purpose whatsoever except as may be ordered by a court or governmental agency or as may otherwise be required by law.

1.7 Financial Obligation. MEDICAL DIRECTOR will incur no financial obligation on behalf of the Arkansas City Fire-EMS Department or for which the City of Arkansas City will be responsible without prior approval of the City Manager.

1.8 Services. MEDICAL DIRECTOR will perform all obligations of MEDICAL DIRECTOR under this Agreement at a mutually agreeable location. All communications to the Arkansas City Fire-EMS Department will be directed to the Fire – EMS Chief and/or the EMS Director. The Chief, the City Manager and EMS Director will have full authority to communicate to MEDICAL DIRECTOR on behalf of the City of Arkansas City.

2. OBLIGATIONS OF THE CITY OF ARKANSAS CITY

2.1 Compensation. For all services provided by MEDICAL DIRECTOR pursuant to this Agreement, the City of Arkansas City will pay MEDICAL DIRECTOR **\$1,575.00** per month payable following the month of service, commencing on **November 1, 2023**.

3. INDEPENDENT CONTRACTOR

3.1 Professional Performance of Services. In the performance of all services pursuant to this Agreement, MEDICAL DIRECTOR is at all times acting as an independent contractor engaged in the profession and practice of medicine. MEDICAL DIRECTOR will employ his own means and methods and exercise his own professional judgment in the performance of such services, and Arkansas City Fire-EMS Department will have no right of control or direction with respect to such means, methods, or judgments, or with respect to the details of such services. The only concern of Arkansas City Fire-EMS

Department under this Agreement or otherwise is that, irrespective of the means selected, such services will be provided in a competent, efficient, and satisfactory manner. MEDICAL DIRECTOR, and all physicians and other individuals providing services pursuant to this Agreement, will not have any claim against City of Arkansas City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind.

4. DURATION AND TERMINATION

4.1 Term. This Agreement will continue in effect for a term of one (1) calendar year from the effective date and thereafter from year to year thereafter unless terminated sooner as hereinafter set forth.

4.2 Termination. Either party at any time may terminate the Agreement, with or without cause, by giving written notice of such termination to the other party at least 30 days prior to the date on which the termination is to be effective, such date to be specified in the notice

4.3 Modification or Renewal. The payment provisions of this Agreement may not be altered or modified during any 12-month term. Moreover, following termination without cause, the parties will not enter into the same or a similar contract with each other unless the new contract does not have the effect of altering or modifying the previous Agreement's payment provisions within a 12-month period. The intent of this provision is to prohibit the parties from terminating this Agreement without cause and then entering into a new contract in order to alter or modify the payment provisions within a period of less than one (1) year.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement will be subject to and governed by the laws of the State of Kansas.

5.2 Amendment. No amendment or variation of the terms of this Agreement will be valid unless in writing and signed by both parties in the manner provided in Section 6.11 of this Agreement.

5.3 Captions. The captions for each Paragraph of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and will not be deemed to modify, restrict, or enlarge any of the terms of provisions of this Agreement.

5.4 Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Arkansas City Fire-EMS Departments ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement will terminate immediately.

5.5 Access to Books and Records of Subcontractor. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the

MEDICAL DIRECTOR will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection will be available up to four (4) years after the rendering of such services.

5.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.

5.7 Authorization for Agreement. The execution and performance of this Agreement by Arkansas City Fire-EMS Department and MEDICAL DIRECTOR have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of MEDICAL DIRECTOR and the City of Arkansas City in accordance with its terms.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

By: _____ Date: _____
City of Arkansas City

By: _____ Date: _____
Dr. Patrick T. Blatchford