

**A CITY/COUNTY COOPERATION AGREEMENT APPOINTING
DR. KYE EVANS, D.O.
AS MEDICAL DIRECTOR
FOR LAWRENCE-DOUGLAS COUNTY FIRE MEDICAL DEPARTMENT**

WHEREAS, K.S.A. 65-6126 requires each emergency medical service to have a medical adviser appointed by the operator of the service to review, approve and monitor the activities of the attendants; and

WHEREAS, the governing body of the City of Lawrence, Kansas, hereinafter "City" and Douglas County, Kansas, hereinafter "County", have entered into an agreement by which the City, through the Lawrence-Douglas County Fire Medical department (hereinafter "LDCFM") is the "operator" of an "ambulance service", as those terms are defined in K.S.A. 65-6112(c) and (r), respectively; and

WHEREAS, it is the desire of the City/County to appoint Dr. Kye Evans, D.O., hereinafter "Dr. Evans" or "Medical Director" as the medical director and the medical advisor of the Lawrence-Douglas County Fire Medical department to perform the duties and have the authority as hereinafter set out.

NOW THEREFORE, THE CITY/COUNTY, DR. EVANS, AND LAWRENCE EMERGENCY MEDICINE ASSOCIATES, PA AGREE AS FOLLOWS:

SECTION I. APPOINTMENT: Dr. Kye Evans, D.O. is hereby appointed medical director and the medical advisor (as that term is used in K.S.A. 65-6126) of the Lawrence-Douglas County Fire Medical department and Dr. Evans accepts the appointment and agrees to serve in this capacity.

SECTION II. TERM: This Agreement and the foregoing appointment commence on _____, 2010 and continue for a term of twelve months, expiring _____, 2011. This appointment will automatically renew for additional successive 12 month terms unless the City/County or Dr. Evans shall give notice in writing to the other 180 days prior to any automatic renewal of intent to terminate the services described hereunder. This agreement automatically terminates if Dr. Evans ceases to be associated, whether employed or retained as an independent contractor, with Lawrence Emergency Medical Associates, and no further compensation will be made after termination.

SECTION III. ACCOUNTABILITY: The Medical Director shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the Chief of the LDCFM, or the Chief's designee. Whenever this Agreement requires, or when it becomes necessary, for the Medical Director to advise, provide or communicate information to, or seek approval of, the City/County in matters relating to the Medical Director's services, such communication shall be directed to, and any approval shall be sought from, both the City Manager of Lawrence and the County Administrator, Douglas County, Kansas, or his/her designees.

SECTION IV. COMPLIANCE WITH LAW: The Medical Director shall ensure that personnel operating under his/her authority are in compliance with the provisions of K.S.A. 65-6101 *et seq.*, and are operating according to the protocol and standard operating guidelines established by the Medical Society of Douglas County and LDCFM.

SECTION V. REQUIREMENTS OF THE POSITION: The Medical Director shall be responsible for LDCFM medical treatment procedures for providing pre-hospital medical care of persons requiring services of LDCFM within Douglas County. The Medical Director shall possess the following qualifications and perform the following duties:

A. Qualifications:

1. Must submit proof that he holds a current license to practice medicine and surgery in the State of Kansas and is a member of the Lawrence Memorial Hospital medical staff.
2. Be Board Certified in critical care medicine or in one of the subspecialty areas, i.e. internal medicine, emergency medicine, surgery, pediatrics, or anesthesiology.
3. Be routinely involved in the active management of critically ill or injured patients.
4. Have at least three (3) years in the pre-hospital and emergent care of the acutely ill or injured patient.
5. Have demonstrated active involvement in the training of basic life support (BLS) and advance life support (ALS) pre-hospital medical care.
6. Have demonstrated active involvement in all aspects of the quality assessment of pre-hospital medical care.
7. Have demonstrated active involvement in an Emergency Medical Service System (EMSS).
8. Be familiar with the legislative processes affecting EMSS in Kansas and Douglas County.

B. Responsibilities:

1. To serve as the “medical advisor” for LDCFM as that term is used in K.S.A. 65-6126.
2. To establish medical education standards for all State certified medical personnel of LDCFM.
3. Place limitations on the level of pre-hospital activities of those who deviate from the established medical standards.
4. Recommend standing orders to the “local component medical society” for their approval as required by K.S.A. 65-6112 *et seq.*
5. Develop and recommend medical protocols, with the assistance of the EMS Advisory Committee, which are appropriate to the training and expertise of the personnel of LDCFM. These medical protocols shall be adopted pursuant to K.S.A. 65-6112(n) and shall include guidelines under which non-transport of patients may occur.

6. Ensure quality patient care by providing review of patient care records as deemed necessary by the Chief of LDCFM or his/her designee, and no less than quarterly assessment of patient management in the field.
7. To coordinate with the Lawrence Memorial Hospital staff to facilitate a continuum of care approach to delivery of service by LDCFM.
8. Review or cause the peer review of all patient contacts by LDCFM personnel.
9. Implement medical quality assurance and improvement measures to identify LDCFM patient care performance, as well as individual and service wide strengths and weaknesses.
10. Assist in the representation of pre-hospital medical care interests of LDCFM at selected meetings pertaining to department.
11. Conduct or participate in scientific research to evaluate the delivery of pre-hospital medical care by LDCFM.
12. Provides medical advice regarding remedial education and the restriction of technician patient functions if required.

SECTION VI. COMPENSATION:

- A. The County agrees to pay Lawrence Emergency Medicine Associates, PA an amount not to exceed \$18,000.00 annually as compensation for the Medical Director's (who is an employee of Lawrence Emergency Medicine Associates, PA) satisfactory performance of services rendered during the initial term of this Agreement. Payment shall be made in equal monthly installments of \$1,500.00 by the last day of each month during the term of this Agreement.
- B. Compensation to Dr. Evans will be provided by his employer, and no further compensation from the County or City will be provided.
- C. Renewal compensation unless otherwise agreed to by both Lawrence Emergency Medicine Associates, PA and the County, shall be the amount stated above in Paragraph A for any renewal term.
- D. Compensation upon termination of this Agreement, for any reason, during either the initial or any renewal term, shall end effective the date of termination.

SECTION VII. INDEMNIFICATION: The City, County, and their officers, employees, agents and volunteers shall be held harmless and fully indemnified by the Medical Director from any and all loss, damage, liability, claim, demand or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission of willing misconduct of the Medical Director in the performance of this agreement.

Authorized by the governing body of the City of Lawrence, Kansas this _____ day of _____, 2010.

David L. Corliss, City Manager

Authorized by the governing body of the Douglas County, Kansas this _____ day of _____, 2010.

Nancy Thellman
Chair, Board of Douglas County Commissioners

Lawrence Emergency Medicine Associates, PA

Signature:: _____ Date: _____

Kye Evans, D.O., Medical Director

Signature: _____ Date: _____