

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, FOR THE SHARED PROVISION OF ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT SERVICES WITHIN THE CITY OF OVERLAND PARK.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF OVERLAND PARK, KANSAS, (hereinafter the “City”), and the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter the “County”), each party having been organized and now existing under the laws of the State of Kansas,

WITNESSETH:

WHEREAS, K.S.A. 65-6101 et seq., and amendments thereto, authorize the City and the County to establish, operate and maintain an emergency medical or ambulance service as a municipal function within or without the boundaries of their respective jurisdictions; and

WHEREAS, the City contracts with Overland Park Fire Department, Inc. (hereinafter “OPFD”) for the purpose of furnishing ambulance services within the boundaries of the City; and

WHEREAS, the County has established, operates and maintains an emergency medical service (hereinafter “Med-Act”) within the boundaries of the County; and

WHEREAS, the City and County acknowledge that currently both Med-Act and OPFD provide ambulance services within the City; and

WHEREAS, the City and County recognize that this current practice duplicates efforts with regard to the provision of emergency medical or ambulance services for persons in need of Advanced Life Support (hereinafter “ALS”) and Basic Life Support (hereinafter “BLS”) services within the City; and

WHEREAS, the City and County agree that the mission of both parties would best be served by their joint cooperation in providing such services within the City; and

WHEREAS, K.S.A. 12-2908 authorizes either party hereto to contract with the other to perform any governmental service, activity or undertaking which either party is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to

enter into this Agreement, as authorized and provided for by K.S.A. 12-2908, for the purpose of cooperating in the furnishing of ambulance services within the boundaries of the City; and

WHEREAS, the governing body of the City, did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, the County did approve and authorize its chairman to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**1. Purpose of Agreement.**

The City and the County have determined to enter into this Agreement for the express purpose of outlining their mutual understandings and respective obligations and responsibilities in jointly cooperating in the operation, maintenance and furnishing of emergency medical care and transport (hereinafter “EMS”) services to persons in need of ALS and BLS services within the boundaries of the City.

**2. Responsibilities of the Parties.**

The County, through Med-Act, will:

- A. Provide a single point of contact supervisor on each of three (3) twenty-four (24) hour shifts to act as organizational liaison, and to provide on-scene supervision for the jointly provided (hereinafter “Partnership”) EMS crew personnel.
- B. Provide and maintain all portable EMS and patient related equipment on all Partnership ambulances. Initially, both parties may provide the heart monitor defibrillators for the Partnership ambulances until such time as Med-Act can solely provide them. Approval of the equipment specifications and design must be obtained from OPFD. It is understood and agreed by the parties hereto that the term “Partnership” as used in this Agreement shall not be construed to give rise or meaning to any created legal entity of the parties or to any employer-employee relationship between or amongst the County, City and OPFD, but

rather shall be deemed as merely descriptive in characterizing the joint and cooperative means and efforts intended and employed by the parties under this Agreement.

- C. Provide and maintain the restocking of all pharmacological and soft good supplies for all Partnership ambulances and ALS pumpers.
- D. Provide and maintain the number of ambulances it takes to, when coupled with the City's ambulances, total five (5) Partnership ambulances until such time as the City is able to furnish all five (5) Partnership ambulances. Initially, the County will provide and maintain two (2) ambulances. Approval of the ambulance specifications and design must be obtained from OPFD.
- E. Bill patients using its established fee schedule for all services provided by the Partnership ambulances with a scene location outside the City or for services provided by non-Partnership Med-Act ambulances with a scene location within the City.
- F. Help defray the cost of ambulance replacement by:
  - i. Sharing in the cost of acquiring ambulances when the City purchases Partnership ambulances. When the City provides all five (5) Partnership ambulances, Med-Act will pay the City one-half (1/2) of the purchase price of one (1) Partnership ambulance every year. If the City provides less than five (5) Partnership ambulances, the amount paid to the City will be directly proportional to the number of ambulances provided by the City. This contribution will create no ownership interest in the ambulances. The ambulances will be owned by the City; and
  - ii. Providing ambulances as agreed upon in section (D), above until the City is able to provide all five (5) Partnership ambulances.
- G. Provide sufficient fleet reserve capacity to yield at least a fifty percent (50%) reserve for all first out ambulances in the Partnership and Med-Act fleet added together.
- H. Provide a minimum of five (5) mobile intensive care technicians (hereinafter "MICT") team leaders per shift to co-staff the Partnership ambulance units and

serve as the unit leader until such time as Med-Act and OPFD agree that a unit leader may be provided by OPFD and a MICT by Med-Act.

- I. Maintain the original medical records of all Partnership calls and provide quick and easy access to those records by OPFD whenever needed.

The City, by and under contract with OPFD, will:

- A. Provide and maintain the Partnership ambulances, as resources will allow. Initially, the City will provide and maintain three (3) ambulances. Maintenance will include fuel for all the Partnership ambulances. Approval of the ambulance specifications and design must be obtained from Med-Act.
- B. Provide a minimum of five (5) MICT or firefighter-MICT to co-staff the Partnership ambulances, with the remaining firefighter-MICT staffing the ALS pumpers.
- C. Employ no more than the number of MICT needed to staff the Partnership ambulances and the first response fire apparatus with one (1) MICT each. There shall be allowed a forty percent (40%) additional number of MICT to provide leave and other coverage. This is anticipated to be ten (10) MICT per shift plus four (4) leave coverage MICT per shift initially. MICT may be employed in excess of these numbers when approved in writing by Med-Act.
- D. Bill all patients transported by the Partnership units from within the City. The City will share the user fees collected by OPFD with Med-Act on a monthly basis. This amount is agreed to be Twenty Seven Thousand Two Hundred 00/100 Dollars (\$27,200.00) per month payable to Med-Act at the end of each month through 2002 commencing with the first month of Partnership operation under this Agreement. This amount will change in 2003 and subsequent years based on a mutually agreed upon and negotiated inflationary index rate and approved rate adjustments. The City will keep all other user fees collected by OPFD for EMS services provided by the Partnership ambulances. In the event that there is a material change in user fee revenue or a material change in system design that impacts expenses or revenues, it is understood and agreed that the monthly amount will be re-negotiated between the parties.

- E. Provide facilities and provisions for all Partnership locations. It is understood and agreed that the five (5) current OPFD fire stations will house all Partnership ambulances within the City.
- F. Provide a supervisor for each station who shall be responsible for managing the station activities including the station activities of the Med-Act personnel.
- G. Provide first response ALS service outside of the City as staffing permits for “Code 1 Closest” situations.
- H. When no Partnership ambulance is available for response, provide First Response ALS on other apparatus when staffing and equipment is available.

**3. Medical Control.**

The City and County acknowledge and agree that Med-Act and OPFD jointly will provide a plan for the provision of medical control, including quality assurance and improvement programs.

**4. Insurance.**

The County shall, and the City shall require and cause OPFD to secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein. The County and OPFD (each hereinafter the “insured”) shall provide to the other certificates of insurance and renewals thereof evidencing such coverages, and shall be notified by receipt of written notice from the other party’s applicable insurer at least thirty (30) days prior to material modifications or cancellation of any policy listed on their respective certificates.

Commercial General Liability – Policy shall protect the insured against claims for Bodily Injury, Property Damage and Personal Injury arising from the insured’s premises or operations. Minimum limits are \$500,000 per occurrence and annual aggregate.

Professional Liability – Policy shall protect the insured against claims for Injury arising out of the professional duties of employed MICT or other medical professionals. Minimum limits are \$500,000 per medical incident.

Commercial Automobile Liability – Policy shall protect the insured against claims for bodily injury and/or property damage arising from the use of any owned and non-

owned vehicles. Minimum limit per accident is \$500,000 Combined Single Limit.

Workers' Compensation – This insurance shall protect the insured against all claims under applicable state workers' compensation laws. Each party shall also be protected against claims of injury, disease or death of employee which, for any reasons, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than \$25,000,000 for workers' compensation, and \$100,000 each accident - bodily injury by accident / \$500,000 policy limit - bodily injury by disease / \$100,000 each employee - bodily injury by disease for Employer's Liability.

Industry Rating – Each party will only accept coverage from an insurance carrier who is either licensed to do business in the State of Kansas and carries an A.M. Best rating of at least A:IX, or is a company mutually agreed upon by the City and County. If the self-insured retention for any of the above coverages equals or exceeds \$250,000.00, each party reserves the right to review the necessary financial documents of the other to confirm adequate funding.

#### **5. Hold Harmless.**

To the extent permitted by law, the County agrees to hold the City harmless for any and all liability, claims, suits for personal injury, death or damage to property resulting from or caused by the error, omission or negligence of the County, or any of its officers or employees under this Agreement. To the extent permitted by law, the City agrees to hold the County harmless for any and all liability, claims, suits for personal injury, death or damage to property resulting from or caused by the error, omission or negligence of the City, or any of its officers, employees or subcontractors under this Agreement.

#### **6. Licensing.**

The parties will cooperate in obtaining and maintaining proper State licensing for operation.

#### **7. Duration and Termination of Agreement.**

This Agreement shall commence on or about May 1, 2002, but no later than June 1, 2002, and shall continue through December 31, 2022. Either party may terminate this Agreement upon twelve (12) months written notice to the other party.

**8. Amendment.**

This Agreement may be amended by written addendum mutually agreed upon and executed by duly authorized representatives of the parties hereto.

**9. Severability.**

All agreements, clauses and covenants contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

**10. Placing Agreement In Force.**

The attorney for the City shall cause this Agreement to be executed in quadruplicate. Each party hereto shall receive a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in quadruplicate by each of the parties hereto on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS

By \_\_\_\_\_  
Susie Wolf, Chairman

ATTEST:

\_\_\_\_\_  
John A. Bartolac, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholas Saldan  
Deputy County Counselor

CITY OF OVERLAND PARK, KANSAS

By \_\_\_\_\_  
Ed Eilert, Mayor

ATTEST:

\_\_\_\_\_  
Marion Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy M. Williams  
Assistant City Attorney