

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the CITY OF OVERLAND PARK, KANSAS, hereinafter referred to as "CITY," and LESTER E. RICHARDSON, D.O., hereinafter referred to as "DR. RICHARDSON".

I. INTRODUCTION

The CITY has established, as a function of CITY government, a system of emergency medical services (the "EMS system") operated and maintained under the direction of Overland Park Fire Department which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of the City of Overland Park, Kansas.

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

DR. RICHARDSON represents that he is familiar with the design and operation of emergency medical services systems and is duly licensed in the practice of medicine and qualified as a medical doctor to provide the CITY with such advisory services.

THEREFORE, in consideration of the above, the mutual promises hereinafter given, and for other good and valuable consideration, the parties agree as follows;

II. PURPOSE

The CITY desires to retain the professional services of DR. RICHARDSON to perform those specified duties and responsibilities as Medical Director and to advise the CITY, through the Overland Park Fire Department on matters relating to the operation of the CITY's EMS system; and DR. RICHARDSON agrees to provide such services in accordance with the terms and conditions of this Agreement.

III. CONTRACT TERM

A. Initial Term. The initial term of this Agreement shall be for the period beginning December 1, 2006 and ending November 30, 2007 (hereinafter the "initial term").

B. Renewal Term. The parties agree that this Agreement will automatically renew on December 1 of years subsequent to the initial term unless and until either party gives the other party written notice of intent to terminate prior to the annual renewal date.

IV. SCOPE OF SERVICES

During the term of this Agreement, it is the intent of the parties that DR. RICHARDSON shall serve as the designated Medical Director. DR. RICHARDSON agrees to perform those duties and responsibilities set forth in the attached Exhibit A, which is incorporated herein by reference. The CITY understands and agrees that DR. RICHARDSON may, out of necessity, engage the help of other physicians. This understanding does not relieve DR. RICHARDSON of his obligations as the primary contractor under this agreement.

V. COMPENSATION

A. Basic Compensation. As compensation for the satisfactory performance of services rendered during the initial term of this Agreement, the CITY agrees to pay DR. RICHARDSON FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) for that time outlined at numbers 13 and 14 of Exhibit A. For the time outlined at number 15, DR. RICHARDSON may bill the CITY ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) per hour, not to exceed \$5,000.00 during the term of the Agreement. The CITY will also, as compensation for the performance of services, pay DR. RICHARDSON'S dues to NAEMSP and expenses to the NAEMSP yearly national convention, not to exceed FIVE THOUSAND AND 00/100 DOLLARS (\$5,000) during the term of this Agreement. The CITY will not be responsible for compensating any other physicians who may occasionally perform some of the duties required under this Agreement at the direction of DR. RICHARDSON.

B. Renewal Compensation. Unless otherwise agreed to by both DR. RICHARDSON and the CITY, or its duly authorized representative, compensation for any renewal term shall be the amount stated above in Paragraph A.

C. Compensation Upon Termination. Upon termination of this Agreement, for any reason, during either the initial or any renewal term, the compensation due and payable to DR. RICHARDSON shall be prorated according to the number of calendar months for which services were performed.

VI. EXPENSES

A. Expenses Payable by DR. RICHARDSON. In the performance of services under this Agreement, DR. RICHARDSON shall be responsible for and shall pay, without any obligation of the CITY, for any and all of the following costs and expenses:

1. Costs and expenses for any personnel employed or contracted for by DR. RICHARDSON ;

2. Costs and expenses for food, lodging, travel, living and other expenses for the performance of services rendered under this Agreement, unless otherwise agreed to by both DR. RICHARDSON and the CITY, or its duly authorized representative;

3. Registration fees, taxes or other charges with respect to qualifying as a licensed medical practitioner;
4. Equipment, supplies and material goods used by Dr. RICHARDSON and belonging to DR. RICHARDSON;
5. Professional or organizational dues, costs or expenses, unless otherwise agreed to by both DR. RICHARDSON and the CITY, or its duly authorized representative;
6. Office space, furnishings, equipment and related operating costs;
7. Insurance, including but not limited to, medical malpractice insurance, benefits, medical costs and similar expenses;
8. Workers compensation, FICA and other related self employment taxes, costs or charges; and
9. Any other cost or expense incurred by DR. RICHARDSON and not expressly authorized and agreed for payment by the CITY, or its duly authorized representative.

B. Expenses Payable by the CITY. When services are performed under this Agreement, the CITY shall and hereby agrees to pay and/or reimburse DR. RICHARDSON for the following costs and expenses:

1. Any costs and expenses for photocopying and distribution of reports, documents or other written items prepared by or for DR. RICHARDSON relative to the duties and services required of DR. RICHARDSON under this Agreement;
2. Automobile travel expenses and mileage, at the rate established for mileage reimbursement under the CITY's travel policy, for travel to and from out of town conferences relative to DR. RICHARDSON'S performance under this Agreement and approved by the Fire Chief in advance of the travel date. Routine in town travel expenses will not be reimbursed unless otherwise mutually agreed upon ahead of time;
3. Annual dues for membership with NAEMSP and attendance at the NAEMSP yearly national convention, not to exceed FIVE THOUSAND AND 00/100 DOLLARS (\$5,000) during any Agreement term;
4. The costs and expenses for the furnishing and maintenance of equipment, belonging to the CITY, authorized and provided by the Fire Chief of the CITY for use by DR. RICHARDSON in the performance of his duties and services under this Agreement, including a laptop computer, office space, radio/scanner, appropriate use of uniforms for fieldwork; and
5. The costs and expenses associated with providing DR. RICHARDSON access to secretarial assistance in the course of carrying out his performance under this Agreement;

6. Additional costs and expenses as may be requested by DR. RICHARDSON and authorized and approved by the CITY, or its duly authorized representative.

VII. STATUS

The CITY and DR. RICHARDSON expressly agree that, in the performance of all duties and obligations arising under this Agreement, DR. RICHARDSON shall be considered an independent contractor. Nothing in this Agreement or in any relationship between the CITY and DR. RICHARDSON shall establish or be construed to establish any employment or agency relationship between DR. RICHARDSON and the CITY or its officials, agencies, commissions or departments. DR. RICHARDSON shall not, at any time, hold himself out to be or represent that he has authority as an employee or agent of the CITY.

VIII. INSURANCE AND INDEMNITY

A. Insurance. DR. RICHARDSON shall be responsible for and hereby agrees to maintain adequate insurance, as may be required by law, for all obligations required under this Agreement, including but not limited to automobile coverage, workers compensation, and medical malpractice coverage.

B. Indemnity. DR. RICHARDSON agrees to defend, indemnify and hold harmless the CITY, the CITY's agents, employees and assigns from any and all lawsuits, claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death or any other basis, arising solely out of DR. RICHARDSON's or any of his agents, servants and/or employees' negligent or purposeful acts, and or failure to act in the performance of this Agreement.

DR. RICHARDSON shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, directly or indirectly arising from the negligent or wrongful act of CITY, its officers, employees, agents and volunteers and/or failure to act in the performance of this Agreement.

IX. NON-ASSIGNMENT

The obligations under this Agreement shall not be assigned nor transferred by DR. RICHARDSON, except as provided for in Article IV of this Agreement. The rights and benefits of this Agreement shall not apply to nor inure to the benefit of any other person or representative of DR. RICHARDSON.

X. RECORDS; PROPERTY OF CITY

A. Records. DR. RICHARDSON shall maintain full and accurate records of all matters covered by this Agreement, and the CITY, or any of its duly authorized representatives, shall have free access during reasonable business hours to such records, documents and materials. At the termination or expiration of this Agreement for any reason, DR. RICHARDSON shall

deliver to the CITY all such documents, records or materials then in DR. RICHARDSON 's possession.

B. Property Rights. All property owned and provided by the CITY to DR. RICHARDSON in the performance of his duties shall remain the property of the CITY, and DR. RICHARDSON agrees to exercise due care in the use and safekeeping of such property. All documents, reports, work product, information and other records or files arising out of the performance of services under this Agreement shall remain the sole property of the CITY, free of any claim or right of DR. RICHARDSON , and all such property and records shall be returned to the possession of the CITY as requested by the CITY, or its duly authorized representative.

XI. CONFIDENTIALITY

DR. RICHARDSON agrees that he will not release any information provided to him or to which he may have access which is or may be confidential or proprietary information.

XII. AMENDMENT

This Agreement may be amended by supplemental writing mutually agreed to and signed by both parties.

XIII. COORDINATION OF SERVICES

DR. RICHARDSON shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the Fire Chief, or the Fire Chief's designee. Whenever this Agreement requires, or it becomes necessary for, DR. RICHARDSON to advise, provide or communicate information to, or seek approval of, the CITY in matters relating to DR. RICHARDSON 's services hereunder, DR. RICHARDSON shall direct all such communications and requests for approval to the Fire Chief, or the Chief's designee. Further, DR. RICHARDSON shall meet with the Fire Chief, or the Chief's designee, on a periodic basis to coordinate any and all duties, responsibilities and services required of DR. RICHARDSON under this Agreement.

The parties acknowledge that the CITY currently provides EMS services in partnership with Johnson County Med-Act pursuant to a separate agreement. The CITY further understands and agrees that DR. RICHARDSON 'S obligations under this Agreement are to the CITY and he has no duties or responsibilities with regard to the functions of Johnson County Med-Act or its employees under this agreement.

XV. NON-DISCRIMINATION

DR. RICHARDSON agrees that:

1. He shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. in all solicitations or advertisements for employees, he shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
3. if he fails to comply with the manner in which he reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, he shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the CITY;
4. if he is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, he shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the CITY; and
5. DR. RICHARDSON shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subvendor or vendor.

The provisions of this section shall not apply if DR. RICHARDSON :

- (a) employs fewer than four employees during the term of such contract; or
- (b) if his contract(s) with the CITY cumulatively total \$5,000 or less during the fiscal year of the CITY.

DR. RICHARDSON agrees, that he shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local government agency in connection therewith.

XVI. NOTICES

Any notices, bills, invoices, reports, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States mail, postage prepaid to the following addresses, or other location as either party may from time to time designate:

CITY:

Steve Isaacson
Overland Park Fire Department
9550 West 95th Street
Overland Park, Kansas 66212
(913) 888-6066

DR. RICHARDSON :

Lester E. Richardson, D.O.
Kansas Emergency Physicians, LLC
9100 W. 75th Street
Shawnee Mission, KS 66204

XVII. WAIVER OF BREACH

The waiver of any party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

XVIII. TERMINATION

A. Mutual Agreement. This Agreement may be terminated at any time by written agreement of both DR. RICHARDSON and the CITY.

B. By the CITY. This Agreement may be terminated at any time by the CITY upon giving thirty (30) days written notice to DR. RICHARDSON .

C. By DR. RICHARDSON . This Agreement may be terminated at any time by DR. RICHARDSON upon giving thirty (30) days written notice to the CITY.

D. For Cause. Either party may terminate this Agreement for cause at any time immediately upon giving written notice to the other party.

XIX. CASH BASIS

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the CITY is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the CITY'S then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should CITY fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. CITY agrees to notify DR. RICHARDSON of such termination, which shall not

constitute a default under the Agreement, as least sixty (60) days prior to the end of the CITY'S then current budget year. This paragraph shall not be construed so as to permit CITY to terminate the Agreement in order to acquire any other functionally similar Service or to allocate funds directly or indirectly to perform essentially the same application for which the Service under the agreement is intended

XX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

XXI. SEVERABILITY

All Agreements, covenants and clauses contained herein are severable. 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 agreement, clause and covenant were not contained herein.

XXII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the CITY and DR. RICHARDSON with respect to the provision of services required of DR. RICHARDSON by the CITY under this Agreement, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five (5) counterparts by their duly authorized representatives the day and year first above written.

LESTER E. RICHARDSON, D.O.

CITY OF OVERLAND PARK, KANSAS

By _____
Lester E. Richardson, D.O.

By _____
Carl Gerlach, Mayor

ATTEST:

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Senior Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

To optimize the medical direction of the CITY of Overland Park, Kansas Emergency Medical Services System ("EMS"), DR. RICHARDSON , functioning as Medical Director, shall:

1. Serve as patient advocate in the EMS system.
2. Serve as an advocate for pre-hospital providers within the EMS system and medical community at large.
3. Through active involvement with the county medical society EMS committee and/or other EMS agencies, establish, continuously review and maintain:
 - a. Protocols and/or standing orders under which the city EMS operates
 - b. The criteria for initial emergency response
 - c. The criteria for determining patient destination
 - d. The criteria, protocols and procedures under which non-transport of patients may occur
 - e. The criteria for on-scene physician involvement
 - f. The criteria for concurrent medical direction
4. Ensure the appropriate initial qualifications of EMS personnel involved in patient care within OPFD.
5. Ensure the qualifications of EMS personnel involved in patient care are maintained on an ongoing basis through education, testing, and credentialing.
6. Recommend certification, recertification, and decertification of EMS personnel to the appropriate certifying agency within the confines of Kansas' statutes.
7. Develop, implement, and maintain an effective quality management program;
 - a. For continuous system and patient care improvement,
 - b. To ensure compliance with patient care standards
 - c. To recommend future education and training needs
8. Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers, and nurses.
9. Interact with regional, state and local EMS authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized.
10. Aid in coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.

11. Aid OPFD and the City in promulgating public education and information on the prevention of emergencies.
12. Maintain knowledge levels appropriate for an EMS medical director through continued education.
13. Work 8 hours per month for the 12 month period as directed by the Fire Chief.
14. Work an additional 4 hours during the 12 month period as directed by the Fire Chief.
15. Provide additional in-office or in-field time is required during the month.
16. Provide a complete, detailed bill quarterly for payment.