

**AN INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE BOARD  
OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, CITY OF  
OVERLAND PARK, KANSAS, AND JOHNSON COUNTY FIRE DISTRICT NO. 2  
FOR THE COORDINATED DELIVERY OF EMERGENCY MEDICAL SERVICES  
WITHIN THE BOUNDARIES OF JOHNSON COUNTY, KANSAS**

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**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and among the Board of County Commissioners of Johnson County, Kansas (hereinafter "County"), the City of Overland Park, Kansas (hereinafter "City"), and Johnson County Fire District No. 2 (hereinafter "Fire District"), each Party duly 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*, authorizes the County, City and Fire District, independently, 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**, pursuant to *K.S.A. 65-6126, and amendments thereto*, each emergency medical service so established shall have a medical adviser to review, approve and monitor the activities of their attendants; and

**WHEREAS**, the County has established, as functions of Johnson County Government: (i) emergency medical services operated and maintained under the direction of Johnson County Emergency Medical Services ("Med-Act") which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of Johnson County, Kansas; and (ii) a system of fire and emergency medical service communications operated and maintained under the direction of the Johnson County Emergency Communications Center (ECC) which provides for emergency medical call delivery and emergency medical dispatch (EMD) for all fire and emergency medical services (EMS) departments operating within Johnson County, Kansas; and

**WHEREAS**, the County, City and Fire District wish to mutually cooperate with each other, and potentially with other certain area cities and public entities who may hereafter join in this effort by addendum to this Agreement (hereinafter "Participating Agencies" or "Participating Agency"), in providing the citizens of Johnson County, Kansas with a patient-centered and coordinated pre-hospital emergency medical services system having (i) an efficient and effective framework and decision-making process for evaluating the delivery of current and future emergency medical services and (ii) the medical oversight of a licensed physician serving as the medical adviser to the Parties and participating agencies hereunder; and

**WHEREAS**, the Kansas Interlocal Cooperation Act, *K.S.A. 12-2901 et seq., and amendments thereto* (hereinafter "Act"), permits local government units, including the Parties to this Agreement, to make the most efficient use of their powers by enabling them to cooperate

with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, *K.S.A. 12-2904, as amended*, authorizes the County, City and Fire District, as public agencies defined under the Act, and other like and similarly situated participating agencies, to cooperate by agreement in providing a mutually coordinated emergency medical services system for the citizens of Johnson County, Kansas; and

**WHEREAS**, the governing body of the County did approve and authorize its chairman to execute this Agreement by official vote of the body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; 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 governing body of the Fire District 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 and foregoing recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Parties hereto agree as follows:

**I. PURPOSE.**

The Parties hereby agree to mutually cooperate in providing the citizens of Johnson County, Kansas with a patient-centered, coordinated pre-hospital system having an effective framework for emergency medical services decision-making that (i) has a direct influence on services necessary to provide for an equitable, effective and efficient Emergency Medical Services System (hereinafter “EMSS”); (ii) will have clear indicators, performance measures and acceptability thresholds with respect to the established delivery of those emergency medical services; (iii) will allow the Parties to offer an improved EMSS based on common goals and a formal process to evaluate the delivery of current and future emergency medical services; and (iv) utilizes the medical oversight of a licensed physician serving as the medical adviser to the Parties and participating agencies hereunder. Further, the Parties acknowledge and agree that like and similarly situated participating agencies may elect to join in this effort by executing a **Participating Addendum** to this Agreement that incorporates the terms of this Agreement, specifies the funding participation, if any, of the Participating Agency, and is in a form that is substantially similar to the form addendum attached to this Agreement, as “**Attachment I**”.

## **II. MEDICAL ADVISER; SERVICES; FUNDING PARTICIPATION.**

There is hereby established by agreement of the Parties hereto the role of a Medical Adviser to provide medical oversight for the EMSS hereunder. It is understood and agreed by the Parties that the role of the Medical Adviser, to be selected by mutual consensus of the Parties and serve as the Johnson County EMSS Medical Director (hereinafter “Medical Director”), under the provisions of this Agreement, shall be responsible for procedures performed in providing pre-hospital medical care of persons served by the County, City, Fire District and Participating Agencies comprising the EMSS. The Medical Director shall provide such medical direction services to the EMSS under a fee for services contract with the County on a minimum half-time basis and shall possess and maintain the following qualifications and perform the following responsibilities:

### **A. Qualifications.** The Medical Director:

1. Must submit proof of a current license to practice medicine in the State of Kansas, provide written evidence of sufficient and appropriate professional and liability insurance, and maintain active membership in the Medical Society of Johnson County, Kansas.
2. Board certification in emergency medicine as recognized by the American Board of Medical Specialties.
3. Be routinely involved in the active management of critically ill or injured patients.
4. Have at least three (3) years experience in the emergent care of acutely ill or injured patients.
5. Have demonstrated active involvement in the training of basic life support (BLS) and advanced life support (ALS).
6. Have demonstrated active involvement in all aspects of the quality assessment of pre-hospital medical care.
7. Have demonstrated active involvement in an EMSS.

### **B. Scope of Services and Responsibilities.**

During the term of this Agreement, it is the intent of the Parties that the Medical Director shall perform those respective medical direction services and responsibilities as a medical adviser required by law and as set forth in the attached **Exhibit A**, which is incorporated herein by reference and made a part of this Agreement.

Major duties and responsibilities of the Medical Director hereunder include, but are not limited to, the following:

- ▶ Provide medical direction.
- ▶ Provide coordination and oversight of quality assurance/improvement programs.
- ▶ Provide clinical training at BLS and ALS levels for all EMSS agencies.
- ▶ Research and develop medical protocols for approval of the Medical Society of Johnson County.
- ▶ Research and develop medical procedures to be applied in the out of the hospital environment.
- ▶ Serve as principal medical adviser to the EMSS.
- ▶ Promulgate compliance with the standards of pre-hospital care as established in cooperation with the Medical Society of Johnson County.
- ▶ Oversee/develop remedial training for EMSS participants as necessary.
- ▶ Provide periodic EMSS performance updates to the authorized representatives of EMSS participants.
- ▶ Participate regularly in emergency responses for training and evaluation purposes as well as regular observation in the 911 Center.
- ▶ Develop procedures for disaster response and triage.
- ▶ Collaborate with local physicians as part of the continuous quality improvement process.
- ▶ Research/publish papers/articles in a professional journal at least every two (2) years.
- ▶ Administration of the EMSS office of Medical Direction.
- ▶ Provide input into acquisition and deployment of EMSS resources.
- ▶ Maintain membership in the Medical Society of Johnson County.
- ▶ Active participation in the peer review process.
- ▶ Represent the EMSS at selected meetings.
- ▶ Develop, monitor and update as necessary 'no transport' procedures in conjunction with the Parties respective legal departments.

In addition, the Medical Director shall be responsible for designating a licensed physician of comparable qualifications, to be approved by the Emergency Medical Services System Advisory Committee created under this Agreement, to serve as a Deputy Medical Director on an on-call basis and at no additional cost to the Parties, in the absence of the Medical Director.

**C. Funding Participation.**

The Parties shall contribute on a calendar year (*i.e., annual*) basis towards the funding of the annual fee and expenses for the services of the Medical Director under contract with the County. The annual contribution of the Fire District will be Six Thousand Dollars (\$6,000.00); the annual contribution of the City will be Thirty Thousand Dollars (\$30,000.00); and, the annual contribution of the County will be Seventy Thousand Dollars (\$70,000), to be budgeted and made available by the Parties prior to April 1 of the initial term hereof, and February 1 of each renewal term thereafter; provided, however, for calendar year 2009 the separate annual contribution amounts hereinbefore stated of the Parties shall be reduced accordingly by the amounts actually paid by the Parties, respectively, for such medical adviser services performed

for them for the period of January 2009 up to the commencement date of the initial term of this Agreement under their then current contract arrangements for such services. Such annual contributions may be subject to modification, if any, by March 1 of each renewal term, with any funding modifications to be made effective the then immediately ensuing renewal term, upon agreement and supplemental writing of the Chief of Med-Act, the Director of the ECC, the Chief of the Fire District, and the Fire Chief of the City. The respective Chiefs of each of the Parties shall jointly recommend an annual budget for the medical direction services intended hereunder, which budget shall be considered by the County for purposes of this Agreement.

### **III. EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE.**

#### **A. EMSS Advisory Committee; Established.**

For purposes of this Agreement, there is hereby established an Emergency Medical Services System Advisory Committee (hereinafter "EMSS Advisory Committee"), consisting of the following membership:

Chief of Med-Act;  
Director of ECC;  
Chief of Overland Park Fire Department;  
Chief of Johnson County Fire District No. 2; and  
Two (2) respective Fire Chiefs of any other participating agencies to this Agreement.

All issues relating to the EMSS that need to be addressed by the Parties and Participating Agencies will be reviewed for comment by the EMSS Advisory Committee. The EMSS Advisory Committee will also be responsible for setting up and reviewing the EMSS, developing policies to improve the system, and recommending ways to improve patient outcomes with the system. The EMSS Advisory Committee shall elect a chairman and shall operate under bylaws as approved by the County Manager.

#### **B. EMSS Advisory Committee; Powers; Terms of Office.**

1. *Powers.* The EMSS Advisory Committee will ensure coordination of operational policies and procedures of the participants and services involved in the delivery of emergency pre-hospital care. The EMSS Advisory Committee shall work in conjunction with the Johnson County Medical Society to establish, review and make recommendations for procedures and equipment to be used for all levels of pre-hospital services. The EMSS Advisory Committee will provide program and funding recommendations to the Parties in support of the objectives of the EMSS that are determined by the Committee to improve EMSS patient outcomes. The EMSS Advisory Committee will be available to make annual presentations to the Parties. The EMSS Advisory Committee is responsible for the coordination of the services and responsibilities of the Medical Director and shall receive information from the Medical Director pertaining to the medical aspects of the pre-hospital medical care and the EMSS. The EMSS Advisory Committee shall regularly assess the performance of the Medical Director and discuss these assessments with the Medical Director. On an annual basis the EMSS Advisory Committee

shall provide a recommendation to the County Manager on the continuation of the agreement with the Medical Director.

2. *Terms of Office.* The terms of office of the EMSS Advisory Committee members from the County, City and Fire District shall be continual. The terms of office of the EMSS Advisory Committee members from the Participating Agencies, if any, to this Agreement shall be for two (2) calendar years each; provided, however, the first and second Participating Agency members elected to serve on the EMSS Advisory Committee shall serve an initial term of office of one (1) calendar year and two (2) calendar years, respectively, or such other length of offices, respectively, as may be agreed upon by the then existing Committee members, so as to allow for the staggering of the terms of office of such Participating Agency members. The Participating Agency EMSS Advisory Committee member representatives shall be elected by a majority vote of the Committee members representing the Parties hereto.

**IV. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon its adoption by each of the Parties and upon approval by the Attorney General of Kansas, and shall be and remain effective for an initial term of approximately nine months commencing upon the date of approval by the Attorney General of Kansas, and ending December 31, 2009, and thereafter shall be automatically renewed for periods of one (1) year each.

**V. TERMINATION.**

Any Party may withdraw from this Agreement by notifying the other Parties in writing of its intent at least one hundred twenty (120) days prior to December 31 of the then current renewal term.

**VI. MODIFICATION.**

Modification, revision, or amendment may be made to this Agreement at any time the Parties hereto agree to such modification, revision or amendment in writing.

**VII. ADMINISTRATION.**

Administration of this Agreement, if any such action be needed, shall be accomplished by the County.

**VIII. PROPERTY.**

No property, real or personal, shall be acquired jointly by the Parties under the terms of this Agreement.

**IX. NOTICES.**

Any notices, demands or requests required by this Agreement shall be sent to all Parties hereto by U.S. mail, postage prepaid, unless otherwise specifically provided herein.

**X. PERSONNEL.**

It is understood and agreed by and among the Parties that the personnel utilized by each individual Party for the provision of emergency medical services shall be considered, are, and shall remain, employees or volunteers of that Party and shall not be considered or treated, in any manner, as an employee or volunteer of Parties hereto.

**XI. INDEMNIFICATION.**

Each Party agrees to protect, defend, indemnify and hold other Parties to this Agreement and their officers, employees and agents free and harmless from and against any and all determinable losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of such Party's error, omission or negligence in its performance or responsibilities hereunder. Each Party further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to hear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

**XII. NONAPPROPRIATION.**

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the Parties hereto that the obligations expressed herein are subject to funds budgeted and appropriated for such purpose or from funds made available from any lawfully operated, revenue producing source.

**XIII. GOVERNING LAW.**

This Agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.

**XIV. SEVERABILITY.**

If any provision, or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.

**XV. MATTERS DISREGARDED.**

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**XVI. ENTIRE AGREEMENT.**

The text herein shall constitute the entire agreement by and amongst the Parties hereto, and supersedes any and all prior understandings, agreements or promises, whether oral or written, by and between, or amongst, any or all of the Parties pertaining to, or in connection with, the subject matter of this Agreement.

**XVII. EXECUTION.**

Counsel for the County shall cause this Agreement to be executed in multiple original counterparts and submitted to the Attorney General of the State of Kansas for his approval. Thereafter, if approved by the Attorney General, Counsel for the County shall cause this Agreement to be filed, *pursuant to K.S.A. 12-2905*, with the County’s Department of Records and Tax Administration and the Kansas Secretary of State. Each Party hereto shall receive a copy of the duly executed original of this Agreement for its official records.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

JOHNSON COUNTY FIRE DISTRICT NO. 2

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_



CITY OF OVERLAND PARK, KANSAS

BY: \_\_\_\_\_  
Carl Gerlach, Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Bart Budetti, Senior Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

BY: \_\_\_\_\_  
Annabeth Surbaugh  
Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Casey Joe Carl  
Clerk or the Board

APPROVED AS TO FORM AND CAPABILITY WITH THE LAWS OF THE STATE OF  
KANSAS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above and foregoing interlocal  
cooperation agreement was reviewed and found to comply with the requirements of *K.S.A. 12-  
2901 et seq., and amendments thereto*, and with the laws of the State of Kansas, and the Attorney  
General's signature below signifies his approval.

\_\_\_\_\_  
Steve Six  
Attorney General of Kansas

**EXHIBIT A**  
**SCOPE OF SERVICES**

- A. To optimize the medical direction of the Johnson County EMSS, the Medical Director shall:
1. Serve as patient advocate.
  2. Set and ensure compliance with patient care standards including communications standards and dispatch and medical protocols.
  3. Develop and recommend protocols and standing orders.
  4. Ensure the appropriateness of initial qualifications of EMSS attendant personnel involved in patient care and dispatch.
  5. Ensure the qualifications of EMSS attendant personnel involved in patient care and dispatch are maintained on an ongoing basis through education.
  6. Develop and implement an effective quality improvement program for continuous system and patient care improvement.
  7. Promote EMSS research.
  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 EMSS authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized.
  10. Arrange for coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.
  11. Promulgate public education and information on the prevention of emergencies.
  12. Maintain knowledge levels appropriate for an EMSS medical adviser/director through continued education.
  13. Recommend recertification and decertification of EMSS attendant personnel to the appropriate certifying agency.

14. Establish, implement, revise, and authorize system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport.
15. Establish criteria for level of initial emergency response (e.g., first responder, Basic EMT, EMT-Intermediate, Paramedic).
16. Establish criteria for determining patient destination.
17. Establish the procedures or protocols under which non-transport of patients may occur.
18. Recommend education and testing, where appropriate, to the level of proficiency approved for the following personnel with the EMS system:
  - a. First Responders
  - b. EMTs, all levels
  - c. Nurses involved in pre-hospital care
  - d. Dispatchers
  - e. Education coordinators
19. Implement and monitor an effective quality improvement program.
20. AED Program responsibilities including:
  - a. To oversee formulating procedures
  - b. Review response documentation
  - c. To write AED prescriptions as appropriate
  - d. To oversee the training plan for persons other than EMSS personnel

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- B. To optimize the ECC's role in the Johnson County EMSS, including the ECC's emergency medical dispatch (EMD) program, the Medical Director shall:
    1. Serve as patient advocate in the ECC's EMD/EMS system.
    2. Develop and maintain a knowledge base in the EMD system used by the ECC.
    3. Attend training and conferences as needed to keep current in the emergency medical service and emergency communications fields.
    4. Review current EMD protocols and recommend changes as necessary.
    5. Review current EMD protocols as they apply to resource allocation, recommending policy and procedural changes when needed.

6. Assist in the continuing development of an effective quality assurance/improvement program for continuous system and patient care improvement.
7. Promote EMD research.
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 are met.
10. Maintain knowledge base in all phases of EMD, including current technical support systems, such as Computer Aided Dispatch, additional EMD software support programs, radio systems and protocol.
11. Assist with development of minimum training standards for personnel.
12. Recommend and coordinate continuing education opportunities for EMD personnel.
13. Recommend education and testing of EMD personnel to maintain and/or increase proficiency as needed.
14. Assist in developing long-term and short-term goals for the ECC.

**“ATTACHMENT I”**

**PARTICIPATING ADDENDUM  
TO  
AN INTERLOCAL COOPERATION AGREEMENT FOR THE COORDINATED  
DELIVERY OF EMERGENCY MEDICAL SERVICES WITHIN THE BOUNDARIES  
OF JOHNSON COUNTY, KANSAS**

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**THIS PARTICIPATING ADDENDUM**, by \_\_\_\_\_ (hereinafter “Participating Agency”) is made a part of the interlocal cooperation agreement (hereinafter “Agreement”) entered into by and among the Board of County Commissioners of Johnson County, Kansas (hereinafter “County”), the City of Overland Park, Kansas (hereinafter “City”), and Johnson County Fire District No. 2 (hereinafter “Fire District”) for the coordinated delivery of emergency medical services within the boundaries of Johnson County, Kansas.

**WITNESSETH:**

**WHEREAS**, the County, City and Fire District (the “Parties”) have entered into the attached Agreement for the coordinated delivery of emergency medical services within the boundaries of Johnson County, Kansas, pursuant to the authorities granted under the Kansas Interlocal Cooperation Act, *K.S.A. 12-2901 et seq., and amendments thereto* (hereinafter “Act”); and

**WHEREAS**, the Agreement contemplates and acknowledges that like and similarly situated public agencies may elect to join in this effort by executing a Participating Addendum to the Agreement; and

**WHEREAS**, the hereinabove named Participating Agency, pursuant to the authorities granted in the Act, is desirous in cooperating with the Parties under the Agreement in providing a mutually coordinated emergency medical services system for the citizens of Johnson County, Kansas; and

**WHEREAS**, the governing body of the Participating Agency did approve and authorize its \_\_\_\_\_ to executed this Participating Addendum by official vote of the body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOW, THEREFORE**, the Participating Agency acknowledges and agrees as follows:

1. The Participating Agency hereby agrees to join with the Parties in the mutual and cooperative effort in providing for the coordinated delivery of emergency medical services within the boundaries of Johnson County, Kansas, subject to, and in accordance with, the terms and provisions of the attached Agreement. The attached Agreement is incorporated herein by reference and made a part of this Participating Addendum.

2. The Participating Agency shall not contribute annually towards the fee and expenses for the services of the Medical Director unless the Participating Agency operates an ambulance service.

3. Participation by the Participating Agency under the Agreement shall be effective \_\_\_\_\_, 20\_\_\_\_.

**IN WITNESS WHEREOF**, the Participating Agency hereto has caused this Participating Addendum to be executed by its duly authorized representative the day and year designated below.

**PARTICIPATING AGENCY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_