

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this sixth day of May 2015, by and between the Board of County Commissioners of Sedgwick County, Kansas, a municipal corporation, ("the County"), and John M. Gallagher, M.D., ("Medical Director" or "Physician").

### **WITNESSETH:**

**WHEREAS**, the County desires to contract for the services of Physician for the position of Medical Director to the Emergency Medical Services System(EMSS), as provided in the City-County agreement dated November 13, 2003, serving the City of Wichita and Sedgwick County, Kansas, and,

**WHEREAS**, it is the desire of Physician to accept the appointment as Medical Director under the terms and conditions set forth herein,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

### **SECTION 1. REQUIREMENTS OF THE POSITION**

The Medical Director shall be responsible for procedures performed in providing pre-hospital medical care of persons by the EMSS within Sedgwick County. The position is viewed as a full-time position. The Medical Director shall possess the following qualifications and perform the following duties:

#### **A. Qualifications:**

1. Must submit proof that Physician holds a current license to practice medicine in the State of Kansas and maintain active membership in the Medical Society of Sedgwick County within 90 days of execution of this agreement
2. Board Certification in Emergency Medicine or Subspecialty Certification in Emergency Medical Services 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 pre-hospital and 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 the quality assessment of pre-hospital medical care.

7. Have demonstrated active involvement in an Emergency Medical Service System (EMSS) (or a similar system).

## **SECTION 2. COMPLIANCE WITH LAW**

The Medical Director shall ensure that personnel operating under Physician's authority operate according to the protocols established by the Medical Society of Sedgwick County (MSSC).

## **SECTION 3. DUTIES**

Physician hereby accepts the position of Medical Director and further agrees to perform the functions and duties specified by law and to perform such other legally permissible and proper duties and functions.

There are two phases of involvement that describe the duties of the Medical Director; the off-line Medical Control and the on-line Medical Control. The Medical Director may assign responsibilities for medical control in either of these areas to other physicians. The individuals performing these assignments shall be responsible to the Medical Director for the appropriate conduct or completion of the assigned task(s).

Major duties include but are not limited to:

- Provide medical direction - both on and offline as necessary.
- Provide medical direction, coordination and oversight for EMSS quality assurance/improvement programs.
- Provide medical direction, coordination and oversight of clinical training at BLS, ALS, and critical care levels for all EMSS agencies.
- Develop the medical response profiles for all EMSS agencies.
- Research and develop medical protocols for approval of MSSC.
- Research and develop medical procedures to be applied in the EMS environment.
- Chair the Emergency Medical Services System Professional Performance Board.
- Construct the EMSS Professional Performance Board agenda.
- Serve as principal medical authority for EMSS.
- Promulgate compliance with clinical standards of EMS care as established by State Statute and /or in cooperation of MSSC.
- Promulgate compliance with any non-clinical standards established by State Statute and/or established by the EMSS Board in cooperation with EMSS agencies.
- Oversee/develop remedial training for EMSS participants as necessary.

- Suspend participation in EMSS of individual participants when needed and develop plan for reinstatement where appropriate, and verify completion.
- Provide EMSS performance updates to the City of Wichita and Sedgwick County Managers as requested.
- Participate periodically in responses for training and evaluation purposes as well as periodic observation in the 911 Center.
- Actively collaborate with EMSS agencies with the development of medical procedures for disaster and response triage.
- Collaborate with local physicians as part of the continuous quality improvement process.
- Promote and participate in EMS scientific and research activities, including submission for publication in professional journals at least annually.
- Administer and manage staff and budget of the Office of Medical Director.
- Provide input into acquisition and deployment of EMSS resources.
- Maintain membership in the Medical Society of Sedgwick County.
- Oversee testing of medical knowledge and skills of all participants.
- Review patient care activities quarterly in a manner that ensures the medical director is meeting requirements of K.S.A. 65-6126. Each ambulance operator, upon request, provide documentation to the State executive director demonstrating the operator is performing patient care reviews and that the medical director is reviewing, monitoring, and verifying the activities per K.S.A. 65-126.
- Represent the EMSS at selected meetings.
- Pager/radio/phone availability 24/7 or authorized designee who meets the job requirements
- Develop, monitor and recommend updates to 'no transport' procedures as necessary in conjunction with legal departments.
- Interface with local Metropolitan Medical Response System and Regional Homeland Security Council as necessary.

Physician further agrees not to engage in any professional activities that will cause a conflict of interest or appear to cause a conflict of interest that interferes with the effectiveness of Physician's duties as EMSS Medical Director during the term hereof or any extension thereto. Physician must not have a competing affiliation with air or ground transport agencies outside of the Sedgwick County EMSS. Notwithstanding these restrictions, nothing herein contained is intended to limit the right of Physician to clinically practice, write, publish, lecture, study, advise, testify and consult regarding the practice of medicine for a fee, provided; however, that such activity does not conflict or interfere with the duties as the EMSS Medical Director. Public Safety Division Director shall evaluate Physician's request for outside employment for conflict of interest.

#### **SECTION 4. TERM**

This agreement shall commence on August 6, 2015 or earlier if physician is available and has Kansas medical license. It shall expire December 31, 2020 but will automatically renew for two successive two year terms unless either the Board of County Commissioners of Sedgwick County, Kansas, with concurrence by the City of Wichita, or the Medical Director shall give 90 days' advance notice in writing to the other of intent to terminate the services described hereunder. Such possibility of renewal of this contract in no way creates an implied term exceeding initial term in length.

#### **SECTION 5. ACCOUNTABILITY**

- A. The Medical Director will work through and will be ultimately accountable to the both the Sedgwick County Manager and the Manager of the City of Wichita. The Medical Director shall report such information pertaining to the medical aspects of pre-hospital medical care to the Sedgwick County Manager and the Manager of the City of Wichita as requested by the Managers.
- B. Further, the Medical Director will be accountable to and serve as Chair of the EMSS Performance Board as defined in the City-County agreement dated November 13, 2003, and Bylaws thereto.
- C. The Sedgwick County Manager and Manager of the City of Wichita will jointly complete an annual performance evaluation, using the Sedgwick County senior management evaluation instrument, with input from members of the EMSS Performance Board when needed.

#### **SECTION 6. COMPENSATION**

- A. In return for Physician's services as Medical Director, Sedgwick County agrees to pay Physician compensation for all professional services rendered an annual rate of \$193,576.00, payable in biweekly installments, through December 31, 2015. Thereafter, the County agrees to review Physician's compensation on a yearly basis and may grant an annual increase equal to the applicable annual percentage increase, if any, to which equivalent County employees are entitled. Physician agrees to be included in County's performance-based merit pay plan, pursuant to Sedgwick County Personnel Policies.
- B. As further consideration, the County agrees to provide benefits to Physician in accordance with those standard for County's employees, including annual vacation and sick leave, disability coverage, retirement and pension system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended, which are consistent with the benefits provided Physician herein. Physician will be granted 120 hours of vacation annually for the initial year and 144 hours for any subsequent year

described in this agreement and such vacation time shall accrue and be available for use at the start of each calendar year. Physician shall be granted 120 for 2015 (prorated amount for 2015). Physician's maximum accumulation of vacation leave to be carried forward into each calendar year will be consistent with that allowed by County personnel policies and amendments thereto.

- C. Upon execution of this agreement by both parties, County agrees to buy out the remainder of Physician's financial obligation under his employment contract with his current employer Winona Health Services, through payment of a one-time lump sum amount of \$47,732.69 to Physician. This amount will be forgiven over a period of 3 years at a rate of 1/36<sup>th</sup> per month (\$1,325.00/month). Physician agrees that if Physician terminates this agreement within three years of Physician's first day of employment with Sedgwick County, Physician is responsible for repaying the unforgiven amount.
- D. County agrees to provide at its expense medical malpractice insurance in the amount adequate for him to maintain a medical license for the State of Kansas. The County will fund malpractice insurance to cover the scope of practice as EMSS Medical Director. The professional liability insurance purchased by County for Physician will be issued by the insurance company on a "claims made" basis. Claims must be reported to County and the insurance company per the conditions stated in the insurance policy. County will terminate the professional liability insurance coverage effective on the last day of Physician's employment.
- E. County further agrees to budget and pay the travel and subsistence expenses of Physician, in accordance with the County's duly adopted travel policy, for professional and official travel, meetings and occasions to continue the professional development of Physician, and specifically including 50 Category 1 AMA PRA continuing medical education credits per year, and to allow Physician to adequately pursue necessary official and other functions for the County. County will also fund memberships in the Medical Society of Sedgwick County and two nationally recognized professional associations.
- F. County agrees to provide budget authority in an amount not to exceed \$7,500.00 per year to be used to cover expenses of an authorized designee to ensure essential 24/7 medical director pager/radio/phone coverage for the EMSS.
- G. County will provide Physician with radio, pager, an equipped response vehicle and requisite administrative space and equipment. Vehicle is to be operated in accordance with the County vehicle policy. Regarding the County vehicle policies, the EMSS Medical Director is considered to be a first responder. Further, Physician may seek reimbursement for phone use in accordance with County policy. In the event the medical director's vehicle becomes unavailable, County will reimburse Physician for mileage as required in accordance with County travel policy.

## **SECTION 7. INTEREST OF PHYSICIAN**

Physician covenants that Physician shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement. Physician further covenants to protect any privilege as required by state law or licensing regulations, or upon court order.

#### **SECTION 8. RELOCATION EXPENSES**

For the initial term of this agreement only, County agrees to:

1. Fund or reimburse initial relocation travel and temporary lodging expenses up to \$3,000 for Physician and accompanying immediate family members. Temporary lodging may include hotels, motels or residential rental properties; it does not include purchase of a permanent residence.
2. Travel expenses will be awarded in concert with the County travel policy.
3. Fund or reimburse Physician for actual household moving expenses up to a total of \$10,000 from Winona, MN to Sedgwick County, KS. County will make this amount available through December 31, 2016. Split or multiple shipments are allowed during this period, but in no case will County's obligation exceed a total of \$10,000.

#### **SECTION 9. GENERAL PROVISIONS**

- A. The text herein shall constitute the entire agreement between the parties hereto.
- B. 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 and the remainder of this agreement shall remain in full force and effect.
- C. Physician's employment shall be terminated upon the occurrence of any of the following events:
  1. The death of Physician.
  2. A mutual agreement between the County and Physician for termination of employment, in writing.
  3. Upon the disability of the Physician which is defined for purposes of this agreement to be physically and/or mentally unable to competently perform those services required of her hereunder for a period of one hundred and twenty (120) substantially consecutive days or more;
  4. A material breach of this agreement, including but not limited to the failure to perform duties assigned consistent with this agreement, or the negligent performance of duties assigned shall be cause for removal from office. Further, the commission of any act designated in K.S.A. 65-2836 or K.S.A. 65-2837, as

amended, which could result in the suspension or revocation of Physician's license to practice the healing arts, regardless of whether the license is either suspended or revoked, shall also be construed as cause for dismissal.

5. The conviction of any felony offense or other conviction involving falsehood or dishonesty.
- D. Should Physician be removed for cause, no compensation will be paid for any biweekly period which occurs following the removal. In the event the Physician voluntarily resigns from the position and the County agrees to such resignation, no compensation will be paid for any biweekly period following the resignation. Physician further agrees that should the Physician voluntarily resign prior to the completion of this agreement, such resignation will be upon 90 days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.
- E. Physician may be removed from the position as Medical Director without cause after 90 (ninety) days' written notice from County. Should Physician be removed from the position without cause, County will pay to Physician a sum equal to one-half of the annual salary (i.e., six months' salary) to which the Physician would have been entitled as total liquidated damages or for the remaining term of the agreement, whichever amount is less.
- F. 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.
- G. The provisions of this agreement created hereunder are subject to the Kansas Budget Law (K.S.A. 79-2925, et seq.) and to the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.).
- H. Upon Physician's resignation or termination from employment as Medical Director, Physician shall remain obligated to thoroughly and accurately complete and provide to County all incomplete or pending reports within 60 days from his last date of employment, at no additional cost to County.

IN WITNESS WHEREOF, the County has executed this agreement and Physician has signed and executed this agreement, both in duplicate, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD  
County Clerk

RICHARD RANZAU, CHAIRMAN

APPROVED AS TO FORM:

Jennifer Magaña  
Jennifer Magaña  
Acting County Counselor

PHYSICIAN:

John M. Gallagher, M.D. 4/27/15