

4150-10

AMENDMENT TO AGREEMENT

THIS AMENDMENT, made and entered into this 18th day of February 2015, by and between Sedgwick County, Kansas, a municipal corporation ("the County,") and Sabina A. Braithwaite, M.D., ("Physician.")

WITNESSETH:

WHEREAS, County and Physician entered into an agreement on August 25, 2010 for the services of Physician for the position of Medical Director to the Emergency Medical Services System ("EMSS"), serving Sedgwick County, Kansas; and

WHEREAS, it is the desire of the parties to amend this agreement 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. "SECTION 1, REQUIREMENTS OF THE POSITION" shall be amended to read as follows:

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 part-time position with a minimum expectation of approximately 20 hours of service per week to the EMSS. 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.
2. Board Certification in critical care medicine or in one of the subspecialty areas, i.e. internal medicine, emergency medicine, surgery, pediatrics, or anesthesiology 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 all aspects of the quality assessment of pre-

- hospital medical care.
7. Have demonstrated active involvement in an Emergency Medical Service System (EMSS).

SECTION 2. SECTION 3, "DUTIES," is amended to read as follows:

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 or nurses. 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 off line as necessary.
- Provide coordination and oversight of quality assurance/improvement programs.
- Provide and oversee clinical training at BLS and ALS levels for all EMSS agencies.
- Develop medical response profiles.
- Research and develop medical protocols for approval of the Medical Society of Sedgwick County.
- Research and develop medical procedures to be applied in the out of the hospital environment.
- Chair the Emergency Medical Services System Professional Performance Board.
- Construct the EMSS Professional Performance Board agenda
- Serve as principal advisor to the EMSS.
- Promulgate compliance with the standards of pre-hospital care as established in cooperation with the Medical Society of Sedgwick County.
- Oversee/develop remedial training for EMSS participants as necessary.
- Suspend participation in EMSS of individual participants and develop plan for reinstatement and verify completion.
- Provide periodic EMSS performance updates to the City of Wichita and Sedgwick County Managers.
- Participate regularly in responses for training and evaluation purposes as well as regular observation in the 911 Center.
- Collaborate with local physicians as part of the continuous quality improvement process.
- Administration of the EMSS office of Medical Direction.
- 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.
- Active participation in the peer review process.
- Represent the EMSS at selected meetings.
- Pager/radio/phone availability 24/7 or authorized designee who meets the job requirements (designee not to exceed 10% of time).

- Develop, monitor and update as necessary 'no transport' procedures 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.

SECTION 3. SECTION 4, "TERM," is amended to read as follows:

"This agreement shall commence on the date of execution. It shall continue until either the Board of County Commissioners of Sedgwick County, Kansas, or the Medical Director gives 30 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 4. SECTION 6, "COMPENSATION," is amended to read as follows:

- "A. In return for Physician's services as Medical Director, the County agrees to pay Physician \$8,066/month in compensation for all professional services rendered.
- B. County agrees to provide at its expense medical malpractice insurance in the amount adequate for her 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. Physician must immediately report to the County's Risk Management office any incident that may become a claim under the professional liability policy. If an incident is not reported in a timely manner the insurance company may deny coverage under the policy. If this occurs, Physician will be personally responsible for defending against the unreported incident and will be personally responsible for paying any judgment against Physician. In the event that Physician terminates employment, County will terminate the professional liability insurance coverage effective on the termination date. County will not purchase "tail coverage" for a terminated employee. Physician may contact the insurance company and personally arrange "tail coverage."

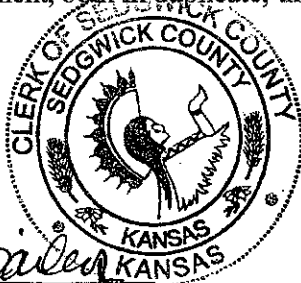
- C. County further agrees to budget and pay the travel and subsistence expenses of Physician, in accordance with the County's duly adopted travel policy, for professional and official travel. Travel to be approved by Public Safety Division Director prior to travel.
- D. County agrees to provide budget 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.
- E. 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. 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 5. SECTION 8, RELOCATION EXPENSES," is deleted.

SECTION 6. All other conditions, covenants and promises contained in the original agreement executed by the parties on August 25, 2010 shall remain in full force and effect as written.

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.

ATTEST:



Kelly B. Arnold
KELLY B. ARNOLD
County Clerk

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Richard Ranzau
RICHARD RANZAU, CHAIRMAN

PHYSICIAN:

APPROVED AS TO FORM:

Jennifer Magaña
JENNIFER MAGAÑA
Deputy County Counselor

Sabina A. Braithwaite, M.D.
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