

**AGREEMENT FOR THE COORDINATED  
DELIVERY OF EMERGENCY MEDICAL SERVICES MEDICAL DIRECTION  
WITHIN THE BOUNDARIES OF JOHNSON COUNTY, KANSAS**

---

**THIS AGREEMENT**, made and entered into this 1<sup>ST</sup> day of February 2021, by and among the Board of County Commissioners of Johnson County, Kansas (“County”), the City of Leawood, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Shawnee, Kansas; Johnson County Consolidated Fire District No. 2; the City of Lenexa, Kansas; Northwest Consolidated Fire District; Northeast Johnson County, Kansas; Johnson County Fire District No. 1; and Johnson County Fire District No. 2 (the parties are collectively referred to as the “Participants”), each party having been duly 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 each of the Participants, 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 director to review, approve and monitor the activities, competency and education of their emergency medical service providers; and

**WHEREAS**, the County has established, as a function of Johnson County Government: (i) emergency medical services operated and maintained under the direction of Johnson County Emergency Medical Services ("Med-Act") to provide for the delivery of emergency care as may be required 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 Management and Communications (“EMC”) to provide 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 Participants wish to mutually cooperate with each other, and potentially with other area cities and public entities who may hereafter join in this effort by addendum to this Agreement, in providing the residents 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 director to the Participants; and

**WHEREAS**, K.S.A. 12-2908, *as amended*, authorizes the Participants, as municipalities to cooperate by agreement in providing a mutually coordinated emergency medical services system for the residents of Johnson County, Kansas; and

**WHEREAS**, each of the Participants desires to enter into this Agreement as authorized by the Act for the purposes stated herein.

**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 Participants agree as follows:

**I. PURPOSE.**

The Participants hereby agree to mutually cooperate in providing the residents 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 Participants 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 director to the Participants; and (v) utilizes a program manager to work with the Medical Director to develop and improve the EMSS. Further, the Participants acknowledge and agree that like and similarly situated public agencies may elect to join in this effort by executing an Agreement to Participate that incorporates the terms of this Agreement, specifies the funding participation of the public agency, and is in a form that is substantially similar to the form attached to this Agreement, as “Exhibit 1”.

**II. EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR OFFICE.**

The Participants agree the purposes stated in this Agreement shall be implemented through an EMSS Medical Director Program (“Program”), which will be filled by the following roles: Medical Director, Program Manager, and Deputy Medical Director.

**A. Medical Director.**

The position of Medical Director will provide medical oversight for the EMSS. The Medical Director shall be responsible for providing medical supervision of Participant’s EMS providers through direct and indirect medical oversight. Direct Medical Oversight includes, but is not limited to, the direct observation of EMS providers’ clinical care as well as direct voice contact via telephone, radio and/or video communications. Indirect Medical Oversight includes, but is not limited to, the creation and implementation of protocols, verification of competency through credentialing, development and oversight of EMSS quality and performance improvement, oversight of EMS education, and oversight of Emergency Medical Dispatching.

The County will hire and employ the Johnson County EMSS Medical Director (“Medical Director”) to provide medical direction services to the EMSS as required by law.

The Medical Director shall have the authority to:

1. Grant, suspend, or revoke the credentials of EMS providers to practice clinically (with due process);
2. Supervise all patient care;
3. Approval of all patient care related medical equipment;
4. Serve as medical liaison to medical professionals at the community, regional, state and national level;
5. Provide input on operational and budget issues affecting patient care in EMSS;
6. Perform and publish research.

**B. Program Manager.**

The position of Program Manager (“Program Manager”) will work with the Medical Director on developing and maintaining the EMSS. The Program Manager will coordinate the work of the Participants, oversee the quality assurance/improvement process, peer review/patient safety organizations activities, oversee development and maintenance of clinical registries and prepare reports on the EMSS. The Program Manager will collaborate with relevant community, regional, state and national stakeholders concerning the EMSS and will support the research and publication requirements of the Medical Director. The County will hire and employ Program Manager under the provisions of this Agreement, who shall provide Program Manager services to the EMSS.

**C. Deputy Medical Director.**

The position of Deputy Medical Director will primarily cover for the Medical Director when he/she is absent or otherwise not available and will provide the services designated by the Medical Director. The Deputy Medical Director shall be paid a stipend for such services.

**D. Program Expenses.**

Program expenses shall include salaries, benefits, stipends, and related expenses for the Medical Director, Program Manager, and Deputy Medical Director (“Program Expenses”), in accordance with the annual Program budget approved by the Board of County Commissioners of Johnson County.

**III. EMERGENCY MEDICAL SERVICES SYSTEM MEDICAL DIRECTOR ADVISORY BOARD.**

For purposes of this Agreement, there is hereby established an Emergency Medical Services System Medical Director Advisory Board (“Advisory Board”), which shall consist of one representative designated by each Participant, who shall be the voting members of the Advisory Board. The Advisory Board shall meet at least once per year, including for the

purposes of recommending an annual budget to the County by April 1 of each year. The Advisory Board may meet as often as necessary to vote on matters coming before the Advisory Board, including the addition of Participants pursuant to Section VII. If a designated Advisory Board representative cannot attend the annual meeting, a proxy may be sent in his or her place. The Advisory Board shall operate under bylaws to be adopted by it.

#### **IV. FUNDING PARTICIPATION.**

The Participants agree to share in and contribute to the annual approved budget for the Program.

##### **A. Contribution Formula.**

The Participants shall contribute on a calendar year (i.e., annual) basis towards the funding of these costs. The contribution formula attached hereto as Exhibit 2 ("Contribution Formula") shall be the method by which the amount of each Participant's annual funding contribution is determined. Each year, the annual contribution shall be determined by inputting into the Contribution Formula the required data from the prior year and the annual approved Program budget for the next year. The County shall be responsible for calculating the Contribution Formula for the next year and shall provide the updated Contribution Formula for the next year to the Participants prior to April 1 of the initial term hereof, and April 1 of each then current renewal term thereafter. Each Participant agrees to pay its contribution in full to the County by March 1<sup>st</sup> of the initial term or then current renewal term of this Agreement. The County will be responsible for paying out and distributing the contributions of the Participants. The County agrees to and shall maintain accurate books and records to account for all funding contributions received and expenses paid under this Agreement. Such books and records shall be made available for inspection by any Participant upon request. The Contribution Formula may be modified upon recommendation of the Advisory Board.

##### **B. Annual Program Budget.**

The Program budget shall be on a calendar year basis. Prior to March 1 of each term or then current renewal term of this Agreement, the Advisory Board shall recommend an annual budget for the Program. The recommended annual budget shall be used to calculate the Contribution Formula as provided in this Agreement. The EMC shall include the Program budget recommended by the Advisory Board in its proposed budget to the County as part of the regular County budget process. The EMC Director shall administer the annual budget in accordance with established County policies and procedures.

##### **C. Contributions by Additional Participants.**

In the event an additional Participant joins this Agreement during the term or any renewal term, such additional Participant shall pay the amount calculated under the Contribution Formula for that Participant for the then current term, which shall be decreased pro rata based upon the effective date of the written agreement by which the additional Participant joins in this Agreement.

**D. Cash Basis/Budget.**

The Participants understand and agree that the Participants are only obligated to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Participant's current budget year. In the event a Participant does not so budget and appropriate the funds, the Participants acknowledge and agree that such lack of funding shall be deemed a termination by such Participant at the end of the then current term and the termination provisions of Section VI shall apply.

**V. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon its adoption by each of the Participants and shall be and remain effective for an initial term ending on December 31, 2021, and thereafter shall be automatically renewed for periods of one (1) year each, based on a calendar year. The Effective Date shall be the date upon which the last of the Participants adopts this Agreement.

Upon the Effective Date, this Agreement will supersede and revoke the Interlocal Cooperation Agreement For The Coordinated Delivery Of Emergency Medical Services Medical Direction Within The Boundaries Of Johnson County, Kansas, dated September 9th, 2013, and all Participating Addendums to that certain agreement ("2013 Agreement"). Concurrently, the County shall provide a notice of termination to any participants in the 2013 Agreement who are not Participants hereto.

**VI. TERMINATION.**

Any Participant may withdraw from this Agreement by notifying the County in writing of its intent by April 1 of the then current term. Any such termination by a Participant shall be effective upon the commencement of the next renewal term. Termination by a Participant shall not relieve such Participant of its funding contribution for the renewal term during which the Participant has terminated, nor shall a terminating Participant be entitled to a refund of any amounts paid hereunder. Upon termination, each Participant shall retain real and personal property owned by it.

**VII. ADDITIONAL PARTICIPANTS.**

Any public agency that provides emergency medical services within Johnson County may become a Participant by joining this Agreement through approval by majority vote of the Advisory Board and execution of a written agreement accepting and agreeing to the terms and conditions of this Agreement, which form shall be substantially similar to the form attached hereto as Exhibit 1. As of the effective date of such agreement, the agency shall become a Participant with all the same rights, benefits, and obligations under this Agreement. A new Participant shall pay the amount calculated under the Contribution Formula for that Participant for the then current term, which shall be decreased pro rata based upon the effective date of the written agreement by which the additional Participant joins in this Agreement. The County shall bill new Participants, who shall pay all such amounts described in this paragraph to the County within thirty (30) days of receipt of an invoice from the County.

**VIII. PROPERTY.**

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

**IX. NOTICES.**

Any notices, demands or requests required by this Agreement shall be sent to all Participants hereto by U.S. mail, postage prepaid, as set forth below each Participant's signature.

**X. PERSONNEL.**

It is understood and agreed that the personnel utilized by each individual Participant for the provision of emergency medical services shall be considered, are, and shall remain, employees or volunteers of that Participant and shall not be considered or treated, in any manner, as an employee or volunteer of any other Participant or of the Participants (as a whole or in part) hereto.

**XI. INDEMNIFICATION.**

Subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, and only to the extent allowed by law, each Participant agrees to protect, defend, indemnify and hold other Participants 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 Participant's error, omission or negligence in its performance or responsibilities hereunder. Under no circumstances shall any Participant be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or arising out of or connected with this Agreement. Nothing in this section shall be deemed to relieve any Participant of any obligation or responsibility imposed upon it by law in violation of K.S.A. 2012 Supp. 12-2904(f).

**XII. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and venue shall be in the district court of Johnson County, Kansas.

**XIII. ENTIRE AGREEMENT, WAIVER, AND AMENDMENT.**

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein. Any modification or waiver of any

provision in this Agreement shall not be effective unless made in writing and agreed to and signed by all the parties.

**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 null and void; provided, however, that 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 Participants 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 Participants 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. Each Party hereto shall receive a copy of the duly executed original of this Agreement for its official records.

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

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

---

Ed Eilert, Chairman

ATTEST:

---

Lynda Sader, Interim Clerk of the Board

APPROVED AS TO FORM:

---

Cynthia Dunham, Deputy Director of Legal

ADDRESS FOR NOTICE PURPOSES:

Johnson County Emergency Management & Communications  
Attn. Ellen Wernicke  
11880 S Sunset Dr.  
Olathe, KS 66061  
Fax: 913-826-1018



CITY OF LEAWOOD, KANSAS

---

Peggy J. Dunn, Mayor

ATTEST:

---

Kelly Varner, City Clerk

APPROVED AS TO FORM:

---

Patricia A. Bennett, City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Leawood, Kansas  
ATTN: City Clerk  
4800 Town Center Drive  
Leawood, KS 66211

CITY OF LENEXA, KANSAS

---

Michael Boehm, Mayor

ATTEST:

---

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

---

MacKenzie Harvison, Deputy City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Lenexa, Kansas  
ATTN: City Clerk  
17101 W. 87th St. Pkwy.  
Lenexa, KS 66219

CITY OF OLATHE, KANSAS

---

John W. Bacon, Mayor

ATTEST:

---

Branda D. Long, City Clerk

APPROVED AS TO FORM:

---

Ronald R. Shaver, City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas  
ATTN: City Clerk  
100 East Santa Fe  
Olathe, KS 66051

CITY OF OVERLAND PARK, KANSAS

---

Carl Gerlach, Mayor

ATTEST:

---

Marion Cook, City Clerk

APPROVED AS TO FORM:

---

Eric R. Blevins

ADDRESS FOR NOTICE PURPOSES:

City of Overland Park, Kansas  
ATTN: City Clerk  
8500 Santa Fe Drive  
Overland Park, KS 66212

CITY OF SHAWNEE, KANSAS

---

Michelle Distler, Mayor

ATTEST:

---

Stephanie Zaldivar, City Clerk

APPROVED AS TO FORM:

---

Ellis Rainey

ADDRESS FOR NOTICE PURPOSES:

City of Shawnee, Kansas  
ATTN: City Clerk  
11110 Johnson Drive  
Shawnee, KS 66203

JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT NO. 2,

---

J.A. Lopez, Fire Chief

APPROVED AS TO FORM:

---

ADDRESS FOR NOTICE PURPOSES:

Johnson County Consolidated Fire District No. 2  
Attn. Fire Chief  
3921 W. 63rd Street  
Prairie Village, KS 66208

JOHNSON COUNTY FIRE DISTRICT NO. 1

---

Rob Kirk, Fire Chief

APPROVED AS TO FORM:

---

ADDRESS FOR NOTICE PURPOSES:

Johnson County Fire District No. 1  
Attn. Fire Chief  
490 New Century Parkway  
New Century, KS 66031

**“EXHIBIT 1”**  
**AGREEMENT TO PARTICIPATE IN THE COORDINATED DELIVERY OF**  
**EMERGENCY MEDICAL SERVICES MEDICAL DIRECTION WITHIN THE**  
**BOUNDARIES OF JOHNSON COUNTY, KANSAS**

---

This Agreement to Participate (“Agreement to Participate”) in the Coordinated Delivery of Emergency Medical Services Medical Direction within the Boundaries of Johnson County, Kansas (“Agreement for EMSMD”), is made and entered into by the City of \_\_\_\_\_, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) and is made a part of the Agreement for EMSMD.

**1. APPROVAL BY ADVISORY BOARD.** The City of \_\_\_\_\_ has requested to become a Participant under the Agreement for the Coordinated Delivery of Emergency Medical Services Medical Direction within the Boundaries of Johnson County, Kansas, which request has been approved by the Emergency Medical Services System Medical Director Advisory Board pursuant to Section VII of the Agreement.

**2. TERMS AND CONDITIONS.** In consideration of the Advisory Board’s approval, the City of \_\_\_\_\_ accepts and agrees to the terms and conditions of the Agreement for EMSMD and agrees to pay all funding contributions as set forth therein.

**3. EFFECTIVE DATE.** This Agreement to Participate shall be effective upon execution by the City of \_\_\_\_\_. As of the effective date of this Agreement to Participate, the City of \_\_\_\_\_ shall be a Participant with all the same rights, benefits, and obligations under the Agreement as the other Participants.

**4. CONTRIBUTION.** Within thirty (30) days of the effective date of this Agreement to Participate, the City of \_\_\_\_\_ shall pay the amount calculated under the Contribution Formula for the City for the term currently in effect, which amount shall be decreased pro rata based upon the effective date of this Agreement to Participate.

Accepted and agreed to by the City of \_\_\_\_\_, Kansas, as of the date written above.

CITY OF \_\_\_\_\_, KANSAS

\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:



**“EXHIBIT 2”**

**CONTRIBUTION AMOUNTS FOR EMS SYSTEM MEDICAL DIRECTOR PROGRAM PARTICIPANTS**

Personnel Support Rates – Per Person

Certified EMR's	\$15
Certified EMT's	\$25
Certified AEMT's	\$75
Certified Paramedics	\$150

Event Support Rates – Per Call

ECC	\$ .50
BLS First Responder	\$1.00
ALS First Responder	\$1.50
ALS Transport	\$2.50

Minimum Program Support for ALS Providers - \$12,000