

MEDICAL CONSULTANT CONTRACT

This Agreement made effective this 15 day of May, 2017, by and between the Board of County Commissioners of Harper County, Kansas, acting as the Harper County Board of Health (hereafter called County), and Anthony Medical Center of Harper County, Kansas (hereinafter called Center), Witnesseth:

WHEREAS, the Center operates a hospital and primary care center, which employs physicians to provide medical services in Harper County, and

WHEREAS, the County Health Department provides medical services in Harper County which requires a Medical Consultant and the County desires to contract with the Center to provide such services, and

WHEREAS, the parties have negotiated an agreement concerning their respective interest and wish to reduce their agreement to a written document reflecting their intentions,

THEREFORE, the parties mutually agree as follows:

1. **Offer/Acceptance.** The County hereby offers to contract with the Center for the Center to provide a physician to serve as the Medical Director for the Harper County Health Department/Harper County Home Health Agency.
 - a. This Contract is made pursuant to the provisions of K.S.A.65-201. whereby the County is authorized to appoint a local health officer.
 - b. The County with less than one hundred thousand (100,000) population may appoint a qualified local health program administrator as the local health officer if a person licensed to practice medicine, surgery or dentistry is designated as a consultant. The County does hereby contract with the Center for the services of one of its employee physicians, Sidney W. Stranathan, D.O., as Medical Consultant.
2. **Term.** The term of this contract is from May 15, 2017 to May 14, 2019. This contract shall automatically renew, on a year-to- year basis, for up to two (2) successive years. For purposes of this contract, the phrase “contract year” shall mean the initial term of this contract or any renewal thereof. Under no circumstances shall this contract continue in force after May 14, 2019.
3. **Termination.** (a) Either party may terminate this contract at any time upon giving written notice specifying that this contract shall terminate on a date certain, which date must be at least 30 days after the date that notice is given. (b) Neither party’s duties nor obligations under this contract shall survive the termination of this contract.

4. **Compensation.** In consideration of the foregoing, the County shall pay to the Center the sum of \$150.00 per month. Payment shall be made quarterly by county warrant on the fourth Tuesday of January, March, June and September each year.
5. **Center Services, Duties and Responsibilities.** For the compensation hereinabove set forth and during the term of the contract, the Center employees shall render the following services and duties:
 - a. As per K.S.A. 65-201, the Medical Consultant shall:
 - i. Direct the Local Health Officer and/or the Health Administrator on program and related medical and professional matters.
 - ii. Act as a liaison between the Harper County Health Department and Home Health Agency and the medical community.
 - iii. Meet with the Administrator for conferences and advisory board meetings at least annually or as needed.
 - iv. Assist with standing orders, procedures, and policies set up by the Board of Health for Family Planning, STD Clinics, Immunizations, Public Health and Home Health services.
 - v. Assist with a yearly home health agency review.
 - vi. Be accessible to the Local Health Officer and/or the Health Administrator by telephone during the Harper County Health Department and Home Health Agency office hours and in an emergency.
 - b. The Medical Consultant is not responsible for nursing programs, as defined in the Kansas Nurse Practice Act, which is the individual responsibility of the County Health Department nursing staff, nor is the Medical Consultant responsible for individual patient care ordered by the patient's private physician.
6. **County Services, Duties and Responsibilities.** The County shall supply without cost or expense to the Center, such support personnel, supplies and materials as are reasonably necessary to assist the employees of the Center in performance of services under this contract.
7. **Liability Insurance.** Each party shall maintain such general and professional liability insurance as it deems appropriate or as required by law, to cover the acts and omissions of its own employees, and neither party shall be responsible for the acts and omissions of the other party's employees.
8. **Records.** All records concerning Harper County Health Department/Harper County Home Health Agency patients shall belong to and remain the property of the County, but the Center and the patient's physician shall be entitled to reproduce such records with patient consent.
9. **Notices.** Any notice required or permitted under this contract shall be in writing and sent by certified mail to the receiving party's last known address, and shall be deemed given when mailed.
10. **Construction.** This contract shall be governed by the laws of the state of Kansas. Any waiver of any breach of this contract shall not operate or be construed as a waiver of any subsequent breach.
11. **Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes all previous communications, representations or

agreements, either verbal or written, between the parties with respect to the subject matter hereof and there shall be no amendment or modification of this contract, except in writing signed by the parties.

12. **Binding Effect/Assignability.** This contract shall be binding upon the parties, and their respective heirs, devisees, legatees, personal representatives and successors. This contract shall not be assignable.

In witness whereof, the parties have signed duplicate originals of this contract.

Date _____

Harper County Board of Health
Harper County Board of County Commissioners

Brian Waldschmidt, Chair

Date _____

Anthony Medical Center

Kim Barwick, Administrator