

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202401011

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Emergency Medical Services
Contract or Grant Administrator:	Mike Hilley EMS Manager
Contractor's / Agency Name:	Marvin Wayne M.D., P.S.

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: 130100

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>255,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope:
 This contract is for the provision of Medical Program Director (MPD) services as set forth in WAC 246-976-920 by contractor Marvin Wayne, M.D., P.S.

Term of Contract: January 1, 2024 ds Expiration Date: December 31, 2025

Contract Routing:	1. Prepared by: <u>Mike Hilley</u>	Date: <u>11/13/23</u>
	2. Attorney signoff: <u>C Quinn</u>	Date: <u>11/29/23 1/11/2024</u>
	3. AS Finance reviewed: <u>A Tan^{ds}</u>	Date: <u>12/21/23</u>
	4. IT reviewed (if IT related): <u>MW</u>	Date: _____
	5. Contractor signed: _____	Date: <u>1/10/2024</u>
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB 2024-036</u>	Date: <u>1/9/24</u>
	8. Executive signed: _____	Date: <u>1/11/2024</u>
	9. Original to Council: _____	Date: _____

WHATCOM COUNTY
Emergency Medical Services
800 E Chestnut, Suite 3C
Bellingham, WA 98225



Mike Hilley
WCEMS Manger

MEMORANDUM

To: Satpal Sidhu, County Executive
From: Mike Hilley, EMS Manager
Re: Medical Program Director Services
Date: October 15, 2023

Enclosed is the agreement to provide services as the County-Wide Emergency Medical Services Program Director from January 1, 2024 to December 31, 2025.

- **Background and Purpose**

This contract is for the provision of Medical Program Director (MPD) services for the Whatcom County Emergency Medical Services System. In November, 2022 a countywide Emergency Medical Services (EMS) levy passed which approved the EMS funding plan. The EMS Funding Plan included in the EMS Funding Work Group (FWG) Recommendations approved by the EMS Oversight Board details budgeting for a countywide EMS system. The budget includes compensation for the EMS Medical Program Director who shall have the responsibilities as set forth in WAC 246-976-920.

This personal services agreement allows for the provision of countywide Medical Program Director services as outlined in the Washington State Department of Health's Medical Program Director Handbook.

- **Funding Amount and Source**

The funding source is the EMS Levy Fund, 130100, not to exceed \$255,000.00.

- **Differences from Previous Contract**

This contract increases the annual amounts not to exceed \$255,000 notwithstanding the agreed inflationary increases using CPI-W of June the previous year with a floor CPI-W of 2.5%. This contract also increases the training and travel allowance up to \$5,000 per year.

Please contact Mike Hilley at (360) 927-1155 if you have any questions or concerns regarding the terms of this agreement.

Whatcom County Contract No.
202401011

CONTRACT FOR SERVICES
Between Marvin Wayne, M.D., P.S., and Whatcom County for Services as Countywide EMS Medical Program Director

Marvin Wayne, M.D., P.S., hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7,
- Exhibit A (Scope of Work), pp. 8 to 9,
- Exhibit B (Compensation), pp. 10 to 10,
- Exhibit C (Certificate of Insurance), pp. 11 to 11.
- Exhibit D (MPD Report), pp 12 to 12.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the **1st day of January, 2024** regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the **31st day of December, 2025**. This contract has the option to renew for one year.

The general purpose or objective of this Agreement is to: **provide countywide EMS Medical Program Director services in compliance with WAC 246-976-920**, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith. **\$255,000**

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of 1/11/2024 2023.

DocuSigned by:

CONTRACTOR:

Marvin Wayne

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Marvin Wayne, M.D., for Marvin Wayne, M.D., P.S.

CONTRACTOR INFORMATION:

Marvin Wayne, M.D., P.S.
456 14th Street
Bellingham, WA 98225

WHATCOM COUNTY:

Approved as to form:

Chris Quinn

1/11/2024

EC468EF5C88B4FD...

Christopher Quinn

Date

Approved:

Accepted for Whatcom County:

Tyler Schroeder

By:

513FC4B01FE0423...

Tyler Schroeder, Deputy Whatcom County Executive

Professional Services
Countywide EMS Medical Program Director

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

Professional Services
Countywide EMS Medical Program Director

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment: Not Applicable

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

34.1 Proof of Insurance:

Professional Liability - \$1,000,000 per occurrence, \$3,000,000 aggregate.

If the professional liability insurance is a claims made policy, and if the contractor discontinues coverage either during the term of this contract or within three years of completion, the contractor agrees to provide notice to the County thirty days in advance of cancellation of insurance and maintain or obtain tail coverage for a minimum of three years from the completion date of this contract or any amendment to or cancellation of this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised

in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Mike Hilley, EMS Manager
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given

the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
SCOPE OF WORK

The Contractor shall serve as the County's EMS Medical Program Director and shall have the responsibilities as set forth in WAC 246-976-920 during the term of this Agreement. The Contractor is retained to provide services to Whatcom County consisting of such supervision and control over Emergency Medical Services (EMS) Agencies and Individuals as is required to maintain operations of EMTs, EMT II, and Paramedics. This shall be as provided under RCW for Medical Program Director operations.

CONTRACTOR SHALL:

1. Maintain Washington State Department of Health Medical Program Director appointment status throughout the term of this agreement.
2. Have the responsibility for completion of all duties and responsibilities as outlined in the Washington State Department of Health OEMSTS – MPD Handbook, Revised November, 2006, or as subsequently amended.
3. Establish standing State approved medical protocols, practices, and guidelines for Whatcom County EMS at both the BLS and ALS level
4. Recommend standards of equipment for Whatcom County EMS
5. Assure ongoing training and education for EMS personnel. This may be accomplished through one or more supervising physicians.
6. Either directly, or via Supervising Physicians, review medical incident reports submitted by the departments to ensure standard medical procedures, documentation and appropriate patient care is provided. Obtain patient follow up as appropriate and permitted by Washington State Law.
7. Further assist all ALS agencies either directly, or through supervising physicians in providing quality assurance of care being provided.
8. Meet with the appropriate emergency medical and ambulance advisory bodies to facilitate EMS system operation.
9. Support Whatcom County EMS operations during mass casualty and disaster situations.
10. Act as the medical operations director for EMS 9-1-1 dispatch center to also include auditing dispatch assisted instructions (i.e. CPR, critical incidents, etc.) for quality improvement, and coordinating with the Communications Division Chief for implementing and modifying Priority Dispatch cards.
11. Provide medical liaison with the medical and nonmedical community.
12. Be responsible for supervision and assignment of duties to the Delegate EMS Supervising Physician.
13. Meet a minimum of once per month with the Whatcom County EMS Manager.
14. Acknowledge they are a covered entity under Federal HIPPA regulations and will comply with all applicable rules and regulations. Contractor agrees to adhere to any specific HIPPA protocols, including any required training, requested by County related to transmitting, storing, and using HIPPA information pursuant to this Agreement. Any violations of HIPPA rules and regulations, including a breach of PHI, shall be reported immediately to the Count along with Contractor's actions to mitigate the effect of such violations.
15. No later than the tenth day of each calendar month Contractor will provide County with;
A monthly Medical Program Director Report (as found in the Washington State Department of Health – OEMSTS – MPD Handbook – Revised November 2006, or as subsequently amended; and an invoice for services provided previous month.
16. Drive his own vehicle, or with mutual agreement, County vehicles, in the performance of his duties under this agreement.

Further in performance of his duties under this agreement, the Contractor may operate emergency vehicles, including his own vehicle, if the Contractor:

1. Maintains the required Emergency Vehicle Incident Preventions (EVIP) certification.
2. Notified Prospect Dispatch Center before operating the vehicle as an emergency vehicle.
3. Maintains emergency lighting, sirens, and communications equipment per the standards of the Washington State Patrol.
4. The EMS Manager or Whatcom County Sheriff shall have the authority to unilaterally rescind the Contractor's emergency driving privileges upon written notice with or without good cause. If the Contractor complies with all of the requirements contained in this paragraph, the County shall indemnify, defend, and hold harmless the Contractor for any liability arising from the operation of his vehicle in the performance of his duties under this agreement.
5. The Contractor will be provided with protective equipment sufficient to achieve the stated goals and requirements of this Agreement including office space and administrative support.

Seccession Planning: It is recognized that Dr. Marvin Wayne is known as the first and only Whatcom County Medical Program Director in the history of Whatcom County EMS. The county MPD is an appointed position by the Washington State Governors Office as recommended by the State Department of Health and the local trauma councils. It is also understood that the selection process for County MPD's is managed by the State Department of Health. In agreement, the County MPD will provide mentoring, training and assistance in the selection of the next Whatcom County Medical Program Director. In addition, the County MPD agrees to provide written notice at least six (6) months prior to an established retirement date.

EXHIBIT "B"
COMPENSATION

The Contractor shall be paid a Maximum consideration for this contract of **\$255,000**. The contract includes an amount sufficient for the contractor to purchase the medical professional liability insurance required under this contract. The Contract Number shall be included on all billings or correspondence.

Effective January 1, 2024 the County will reimburse the Contractor for the cost of professional liability insurance up to **\$5,000** annually. The Contractor will submit an invoice at the end of each month for 1/12 of the annual EMS Medical Program Director fee of **\$115,000** in 2024 and **\$120,000** in 2025 for services rendered. The Contractor will request pre-approval for Travel and Tuition up to **\$5,000** annually. The contractor will submit separately, detailed invoices for the reimbursement of travel and tuition related to continuing/ongoing education and research.

An invoice for services provided shall be submitted to Whatcom County for services rendered along with the completed monthly Medical Program Director Report as outlined in Exhibit "D", for the associated billed monthly services.

The Medical Program Director Report can be found in the Washington State Department of Health's Medical Program Director Handbook, <https://www.doh.wa.gov/Portals/1/Documents/2900/mpdmanual.pdf>, or as subsequently updated.

Invoices may be submitted on a monthly or quarterly basis. Payment will be made no more than one time per month.

Year 2024

MPD Annual Stipend	115,000
Travel and Tuition	5,000
Insurance	5,000
	125,000

Year 2025

MPD Annual Stipend	120,000
Travel and Tuition	5,000
Insurance	5,000
	130,000

- Year 3/4 CPI-W June (Floor of 2.5%) 6% Average for 2024 Annual Stipend Increase Only

EXHIBIT "C"
2024 INSURANCE QUOTATION

Property and Casualty
Marvin A Wayne, MD

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EMS Medical Director Professional Liability

We are pleased to provide the following quotation on the following Applicant. This offer is valid until the earlier of either the current policy's expiration or 60 days after the date this quotation is issued, at which time it is automatically withdrawn without notice.

Date Quotation Issued: 10/8/2023

Named Insured: Marvin A Wayne, MD
Coverage Provided: EMS Medical Director Professional Liability Claims Made & Reported Insurance.
Issuing Carrier: Nautilus Insurance Company
AM Best Rating: Non-Admitted – AM Best Rating A+ X

Note: This policy is Claims-Made. In order for coverage to apply, the claim must occur on or after the retroactive date and be reported during the policy term.

Coverages	Limits of Liability
EMS Medical Directors Professional Liability	\$1,000,000 Per "Claim"
EMS Medical Directors General Liability	\$1,000,000 Per "Occurrence"
Policy Aggregate	\$3,000,000 Aggregate
Policy Effective/Expiration Date	1/1/2024 to 1/1/2025
Retroactive Date	12/12/2017

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- EMD 7001-0915-N EMS Medical Directors Professional Liability Insurance Policy
- EMD 7000-0915-N EMD Medical Directors Professional Liability and General Liability Insurance Policy
- 028-OFAC (03-16) Trade and Economic Sanctions
- 265- 0220 Policyholder Disclosure – Notice of Terrorism Insurance Coverage
- 266- 0220 Cap on Losses from Certified Acts of Terrorism
- 701-CR- 0419 CLAIM REPORTING PROCEDURES
- EMD 000901 (09-15) Policyholder Notice
- EMD 500902- 0920-NF Mobile Intravenous Services Excluded
- NIC-E906- 0821 Service of Suit

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

Important:

- Coverage is written on a Claims Made and Reported form; insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term.
- Your duties and obligations are outlined in the policy. We ask that you familiarize yourself with the Claims Reporting section of the policy which outlines your duties in the event of an accident, occurrence, claim or suit.

Extended Reporting Period:

Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) in order to avoid a gap in coverage. It is available, but only by endorsement and for an additional charge. You must notify our office of your intent to purchase the ERP Endorsement before the termination of the policy. An ERP Endorsement will not go into effect until the additional premium for the Extended Reporting Endorsement is paid in full.



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For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. PSC Insurance Services provided through NFP Property & Casualty Services, Inc. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF16375). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).

EXHIBIT "D"
MONTHLY MPD REPORT

MONTHLY REPORT
Whatcom County EMS

MEDICAL PROGRAM DIRECTOR
Marvin Wayne, Whatcom County

Medical Control Activity Report for: |

Please write a brief narrative of your activities as Medical Program Director during the month identified above.

Medical Program Director Signature

Date