

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202410021

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:

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

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 5000.00

This Amendment Amount:

\$ _____

Total Amended Amount:

\$ _____

Summary of Scope:

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:**

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.

The intent of this contract is to memorialize Marvin Wayne MD as the Emeritus Medical Program Director supporting the transition of new State appointed Medical Program Director who shall have the responsibilities as set forth in WAC 246-976-920.

Term of Contract: January 1, 2025

Expiration Date: December 31, 2026

Contract Routing:	1. Prepared by: <u>Melissa Rodriguez</u>	Date: <u>10/16/2024</u>
	2. Attorney signoff: <u>Brandon Waldron</u>	Date: <u>10/16/2024</u>
	3. AS Finance reviewed: <u>Brad Bennett</u>	Date: <u>11/4/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: <u>AB2024-834</u>	Date: <u>12/3/2024</u>
	8. Executive signed: _____	Date: _____
	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: Delegate Emeritus Physician Dr. Marvin Wayne M.D.
Date: October 15, 2024

Enclosed is the agreement to provide services as an Emeritus (Delegate) Physician supporting the transition to the newly appointed Whatcom County Medical Program Director from January 1, 2025 to December 31, 2025. This agreement recognizes Dr. Wayne's Emeritus Status without compensation through December 31, 2028.

- **Background and Purpose**

This contract is for Dr. Marvin Wayne who is recognized as an Emeritus Delegate Physician and appointed by the Whatcom County Medical Program Director to transition to the newly appointed Whatcom County Medical Program Director Dr. Ralph Weiche.

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 one-year compensation for the EMS Medical Program Delegate Physician who shall have the responsibilities as set forth in WAC 246-976-920.

The Emeritus Delegate Physician reports to the Whatcom County Medical Program Director Dr. Ralph Weiche.

- **Funding Amount and Source**

The funding source is the EMS Levy Fund, 130100, not to exceed \$5000.00 in 2025. After 2025, Dr. Wayne will hold the Emeritus Delegate Physician status without compensation.

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.

202410021

CONTRACT FOR SERVICES

Between Marvin Wayne, M.D., P.S., and Whatcom County for Services as the Emeritus 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,

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, 2025** regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the **31st** day of **December, 2026**. This contract has the option to renew for one year.

The general purpose or objective of this Agreement is to: **recognize the Medical Program Emeritus position that supports the Whatcom County, State Appointed Emergency Medical Services Program Director as related to WAC 246-976-920**, and 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 **\$5,000.00** The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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.

12/10/2024

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2024.

CONTRACTOR:

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

Signed by:

Marvin Wayne

12/9/2024

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

CONTRACTOR INFORMATION:

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

Address:

456 14th Street

Bellingham, WA 98225

Name: Marvin Wayne, M.D., P.S.

Mailing Address:

Same

Approved as to form:

Brandon Waldron 10/16/2024
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by: 12/10/2024
By: Satpal Sidhu
Satpal Sidhu, Whatcom County Executive

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 coverage is provided through the Whatcom Co. Medical Program Directors Policy where delegate physicians are included in this policy.

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 a supportive resource positioned as the **Emeritus Medical Program Director** during the term of this Agreement. The Contractor as the Emeritus Medical Program Director is retained to provide supportive services to State appointed Whatcom County Emergency Medical Services Medical Program Director in the areas of research, training as well as mentoring during the transition phase of the newly appointed State Medical Program Director. (MPD).

CONTRACTOR SHALL:

1. Maintain Washington State Department of Health Medical Program physician and surgeon credentials.
2. Assist with ongoing training with the Paramedic School and Basic Life Support Education.
3. Continues to lead research and quality improvement initiatives for the EMS system.
4. Meet with MPD delegates/supervising physicians supporting the State Appointed MPD.
5. Provide medical liaison with the medical and nonmedical community.
6. Meet a minimum of once per month with the Whatcom County EMS Manager and MPD
7. 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.
8. Drive his own vehicle in the performance of his duties under this agreement.

EXHIBIT "B"
(COMPENSATION)

The Contractor shall be paid a Maximum consideration for this contract of **\$5000.00**. The amount is to provide a stipend to support travel for research, training and mentoring to the State appointed Medical Program Director. The Contract Number shall be included on all billings or correspondence.

Effective January 1, 2025 the County will reimburse the Contractor for the cost of travel, training and MPD support. The Contractor will request pre-approval for Travel and Tuition up to **\$5,000** in 2025. The contractor will submit separately, detailed invoices for the reimbursement of travel and tuition related to continuing/ongoing education and research.

Payment will be made no more than one time per month.

Year 2025

Travel and Tuition	\$5,000