

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services Agreement
with Dr. Ron Brown as Medical
Program Director for the City of
Everett's Emergency Medical
Services Program

_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL # _____
Originating Department Fire
Contact Person D/C Vier
Phone Number 8115
FOR AGENDA OF Mar. 10, 2010

Initialed by:
Department Head _____
CAA _____
Council President af

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Professional Services Agreement, State Retirement Systems Form	Legal

Council approval of this agenda item authorizes a budget revision in the additional amount requested.

Expenditure Required	\$ 45984.00	Account Number(s): 153 520 4401 410
Amount Budgeted	\$ 45984.00	
Additional Required	\$ -0-	

DETAILED SUMMARY STATEMENT:

The City of Everett's emergency medical services program, Medic One, needs a Medical Program Director. Dr. Ron Brown, a licensed physician operating within Snohomish County, has agreed to provide these services to the City. The professional services agreement with Dr. Brown is effective January 1, 2010, through December 31, 2011. Per the agreement, Dr. Brown will receive \$3832 per calendar month, at a cost of \$45,984 annually.

RECOMMENDATION:

Authorize the Mayor to sign the Professional Services Agreement with Dr. Ron Brown as Medical Program Director for the City of Everett's Emergency Medical Services Program.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the City of Everett, a municipal corporation, hereinafter referred to as "Everett," and Ron Dr. Brown, MD., a licensed physician operating within Snohomish County, hereinafter referred to as "Dr. Brown."

WITNESSETH:

WHEREAS, the City maintains an emergency medical services program; and

WHEREAS, it is necessary to provide to that program a Medical Program Director for certain duties as provided below; and

WHEREAS, Dr. Brown has special expertise in the area of emergency medical services and wishes to perform the duties of Medical Program Director for the City over the course of the next year;

NOW, THEREFORE, be it agreed that Dr. Brown shall serve as the Medical Program Director to the City of Everett under the terms and conditions described herein.

1. ENGAGEMENT

The City hereby agrees to engage Dr. Brown as the Everett Program Director for the period of January 1, 2010 to December 31, 2011. Said Dr. Brown agrees to provide the services described in this Agreement subject to the terms and conditions of this Agreement.

2. DESCRIPTION OF DUTIES

Dr. Brown hereby agrees to the following:

A. To provide medical control of and establish medical policy for the Emergency Medical Services system which includes First Responder, Emergency Medical Technician, and Paramedic services provided by the City's Fire Department under the direction of the City's Fire Chief.

B. To supervise and help implement continuing medical education with the specific goal being to maintain appropriate skill levels for Fire Responder, Emergency Medical Technician, and Paramedics.

C. To provide minimum of 84 hours of paramedic category one continuing medical education for on-duty personnel within the City. This education will be provided directly by the Dr. Brown or by other qualified individuals acceptable to the City's Fire Chief. Additional costs for other individuals shall be the responsibility of Dr. Brown if any occur.

D. To supervise and assist in maintaining an ongoing First Responder, Emergency Medical Technician, and Paramedic recertification program.

E. To analyze and recommend additional training skills and services which should be provided with consideration to the following:

1. availability of training
2. community need
3. facility and manpower availability
4. financial resources
5. adequate medical supervision

F. To analyze and recommend improvements in record keeping and accumulation of meaningful data relative to emergency medical services.

G. To meet as frequently as necessary with the City's Fire Department Medical Services Administrator for the purpose of viewing progress of the program.

H. To establish in writing a mechanism for providing contact to a physician who will act as back up director when Dr. Brown is unavailable to perform his duties.

I. To establish and maintain ongoing regular communication with the physicians of the community, specifically with a committee of physicians appointed by the President of the hospital staff.

J. To provide medical recommendations to the City's Emergency Medical Services Advisory Committee and to serve as an ex-officio non-voting member of that Committee.

K. To provide medical supervision and input for the City's EMS public education instructor program.

L. To provide liaison with the County and State governments pertaining to emergency medical services as requested by the Mayor.

M. To act under the direct supervision of the City's Fire Chief and provide regular communications with the Mayor or his designee regarding programs, services and medical policies relating to the position of Medical Program Director.

N. To assist the City in public relations pertaining to the City's emergency medical services program as requested by the Mayor or his designee.

O. To act as the City's medical liaison with the ambulance companies authorized to conduct business within the City limits of the City pertaining to coordinated delivery of emergency medical services.

3. RELATION OF PARTIES

The parties to this agreement shall not constitute or create an employer/employee relationship. Dr. Brown is an independent contractor responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions and all other employer taxes and contributions and Dr. Brown agrees to indemnify, defend and hold the City harmless from any claim valid or otherwise, made to the City because of these obligations. Dr. Brown is not an employee of the City and is not entitled to the benefits provided by the City to its employees including, but not limited to, group insurance and pension plans. Dr. Brown may practice his profession for others during those periods when he is not performing work under this Agreement for the City.

4. DURATION

The term of this agreement shall be from January 1, 2010 to December 31, 2011. It is understood the City or the Dr. Brown may voluntarily terminate this Agreement by providing sixty (60) days advance written notice to the other. In the event of termination of this Agreement, except in the case of material breach, Dr. Brown is entitled to compensation for services rendered prior to notice of termination.

5. COMPENSATION

The City agrees to pay Dr. Brown the sum of Three Thousand Eight Hundred and Thirty-Two dollars (\$3832) per calendar month for services as set forth in this Agreement. Such payment shall be full compensation for services rendered including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to provide the services. Dr. Brown will submit invoices for the period of his engagement as set forth in section 1 above.

6. ASSIGNMENT OF AGREEMENT

Dr. Brown shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

7. IDEMNIFICATON

Dr. Brown hereby agrees to save the City, its officers, employees and agents harmless and indemnify them from all loss, claims, costs, expenses (including but not limited to attorney's fees and litigation expenses) or damage occasioned to the City, its officers, employees or agents or to any third person or property by reason of any act, error or omission by Dr. Brown, his employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against the City, its officers, employees or agents, or any third person alleging injuries to person and/or damage to property by reason of such act, error or omission and will pay any judgment which may be obtained against the City, its officers, employees, agents or third persons in such suit. Nothing herein shall require the Director to indemnify and hold harmless the City, its officers, agents, and employees from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of the City, its officers, employees and agents.

8. NOTICES

A. Notices to the City shall be sent to the following address:

City of Everett
Attn. Fire Chief
2811 Oakes Avenue
Everett WA 98201

B. Notices to Dr. Brown shall be sent to the following

Ron Dr. Brown, MD
12412 101st Place NE
Lake Stevens WA 98258

9. REIMBURSEMENT

The City agrees to reimburse Dr. Brown for travel or related expenses incurred as a part of his compensation while acting on behalf of the City with regard to the emergency medical services program for which prior written approval is obtained from the City prior to Dr. Brown incurring the expense. Prior to reimbursement, Dr. Brown shall submit all receipts, billings, etc., to the Mayor or his designee for approval. If authorized, the City may (at its sole option) obtain or arrange air travel for Dr. Brown.

10. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, Dr. Brown shall make available to the City for the City's examination all Dr. Brown's records and documents with respect to all matters covered by this Agreement and, furthermore Dr. Brown will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, conditions of employment and other data relating to all matters covered by this Agreement.

11. CITY OF EVERETT BUSINESS LICENSE

Dr. Brown shall obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

12. STATE OF WASHINGTON REQUIREMENTS

Dr. Brown shall register and obtain any State of Washington license, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Dr. Brown shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

14. WAIVER

Any waiver by Dr. Brown or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. COMPLETE AGREEMENT

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. VENUE

It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

16. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws. The remainder of the Agreement shall remain in full force and effect.

CITY OF EVERETT

DIRECTOR

RAY STEPHANSON, Mayor

RON BROWN, MD

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Service Provider Name: _____

Service Provider Phone Number: _____

Signature: _____

Printed Name: _____

Title: _____