

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Antone Miller

Department: Emer Med Serv

Requested Agenda Date: 02/02/2021

Presenting: Antone Miller

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement
017 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Medical Program Director Contract

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Budgeted item of 1,665.17 per month

Background Information:

Reimbursement for Medical Program Director. This is a required position by the State of Washington DOH, per RCW 18.71.212 and WAC 246-976-920. All EMS providers certified in the county work under the license and direction of a physician. The State of Washington DOH assigns/chooses the medical program director for each county. Yakima County EMS has been providing additional reimbursement for the last 20 years.


Summary & Recommendation:


Recommend a motion to approve the contract with Kevin Hodges, MD, FACEP for monthly reimbursement for services rendered as the Medical Program Director, under whose license, all EMS providers are certified in Yakima County.

Motion:

Motion to approve the contract.

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial 

Late Agenda Requests Require BOCC Chairman Signature:

017-2021

MEDICAL PROGRAM DIRECTOR CONTRACT

Yakima County, WA

THIS AGREEMENT/CONTRACT is entered into between the Yakima County, Washington, hereinafter "County", whose address is 128 N. 2nd Street, Yakima, WA and "Contractor", more specifically identified as:

Name: Kevin Hodges, MD, FACEP
 Street: 7511 W. Arrowhead Ave, Suite C
 City, State Zip: Kennewick, WA 99336
 Federal Tax ID No/Social Security No.
 Washington State Department of Revenue No.

WITNESSETH: In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Project:** Contractor agrees to perform all duties in accordance with, and as described in, the attached WAC 246-976-920. Upon verification by the Washington State Department of Health, as Medical Program Director (MPD) for Yakima County, in accordance with RCW 18.71.212 (and as hereafter amended), the Yakima County MPD shall perform the assigned duties as defined by WAC 246-976-920 (and as hereafter amended).
 - a. The Medical Program Director schedule will be as follows:
 - i. Meets with the Manager of the Department of EMS, at least once a month, to discuss pertinent issues.
 - ii. Spends sufficient amount of time each month at the EMS office in order to complete appropriate paperwork and office responsibilities.
 - iii. Spends an additional thirty-two (32) hours per year (8 hours in each quarter of the calendar year), conducting audit sessions, riding on ambulance or aid units, attending meetings or conducting other EMS business.
 - iv. Will submit in person or in writing a report to the Yakima County EMS & Trauma Care Council once each quarter. Will maintain direct communications with the Yakima County EMS & Trauma Care Council chairperson when necessary.
 - v. Provides a schedule to the Department of EMS, of the twelve (12) days he or she will be available in the Department of EMS office during the calendar year. Preferably, this will be a schedule of not less than six-month periods, and will be provided as soon as possible prior to the beginning of the calendar year.
 - vi. Provides a quarterly 2-hour training seminar presented to EMS providers. Dates are to be set by the MPD and the office staff will make the necessary arrangements. Classes are to be designed for an ALS or ILS provider, but open to all providers, as space is available.
2. **Amendments:** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Consideration:** The County shall compensate Contractor \$1,665.17 per month.

4. **Independent contractor:** The parties agree that, for the purposes of this agreement, the Contractor (Medical Program Director) is an independent contractor and neither the Contractor (Medical Program Director) nor any employee of the Contractor (Medical Program Director) is an employee of the County. Neither the Contractor (Medical Program Director) nor any employee of the Contractor (Medical Program Director) is entitled to any benefits that Yakima County provides its employees. The Contractor (Medical Program Director) is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination:** The Contractor (Medical Program Director) agrees that it shall not discriminate against any person on the grounds of age, color, creed, sensory, mental or physical disability, genetic information, marital status, national origin, political belief, race, religion, sex, sexual orientation, and military status, or any other protected status under federal or state law.

The Contractor (Medical Program Director) and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Pay Transparency Nondiscrimination Provision

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

6. **Assignment:** The Contractor (Medical Program Director) shall not assign or subcontract any portion of the contracted activities, unless these activities approved by the Washington State Department of Health under WAC 246-976-920(4). Assignment of other duties not covered in WAC 246-976-920, must be approved in writing by the County.
7. **Termination:** Either party may terminate this contract upon sixty days written notice sent by mail to the addresses listed above.
8. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor (Medical Program Director) shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's (Medical Program Director) performance of this Agreement or in consequence of any negligence or breach of contract related to the

Contractor's (Medical Program Director) performance of this Agreement caused in whole or in part by any act or omission by the Contractor (Medical Program Director) or the agents or employees of the Contractor (Medical Program Director) related to performance of this Agreement.

9. Insurance: The Contractor (Medical Program Director) agrees that at all times during the life of this contract that Contractor (Medical Program Director) will maintain on a primary and non-contributory basis and at its sole expense, the insurance coverage limits, and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County's or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

A. Professional Liability Insurance: Such professional liability insurance shall be maintained in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit per claim and Five Million (\$5,000,000.00) aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy.

B. Tail Coverage: Contractor shall be responsible for obtaining and providing tail insurance coverage for a period of at least thirty six (36) months after completion of this contract at a rate of insurance as identified above in section 9A.

C. Other Insurance Provisions: Contractor agrees that the insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, :

- i. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

D. Verification of Coverage: Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance, and a copy of any amendatory endorsements, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

- 10. Laws, venue, jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- 11. Term:** The term of this agreement shall be from the date of **December 1, 2020** to **December 31, 2021**, with the **option to renew as an annual contract** until such time as there is a change in Medical Program Director as assigned by the Washington State Department of Health.
- 12. Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor (Medical Program Director) shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
- 13. Records:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
- 14. Inspection:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.
- 15. Termination due to change in funding:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 16. Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.
- 17. Severability:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

DONE this 2 day of February, 2021.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

By: Kevin Hodges, MD, FACEP
Printed Name

Ron Anderson, Chairman

Signature: Kevin E. Hodges, MD

Amanda McKinney, Commissioner

Title Yakima Co Medical Program Director

Date: December 31, 2020

LaDon Linde, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Yakima County Department/Office

By: Antone Miller
Printed Name

Department Head/Elected Official Signature

Title: Emergency Services Director

Date: _____

Attest:

Julie Lawrence, Clerk of the Board
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to form:

Befame Weigand
Deputy Prosecuting Attorney