



MEMO TO:

City Council

FROM:

John Marchione, Mayor

DATE:

March 6, 2012

SUBJECT:

TECHNICAL SERVICES AGREEMENT FOR ADVANCED LIFE

SUPPORT MEDICAL DIRECTION

I. RECOMMENDED ACTION:

Approve the renewal of the Medical Director Services Agreement for the Advanced Life Support Program.

II. DEPARTMENT CONTACTS:

Kevin D. Donnelly, Fire Chief Bill Newbold, Deputy Chief of EMS 425-556-2202

425-556-2203

III. DESCRIPTION:

The City of Redmond entered into a contract with King County Public Health to provide Advanced Life Support services to NE King County. Each agency providing emergency medical services must adhere to standards of medical care for the triage, treatment, and transport of patients and must provide such care under the authorization of a King County Medical Program Director (Contractor) or a delegate physician pursuant to RCW 18.71.210 and RCW 18.71.215.

This is a renewal of the 2010-2011 Agreement and will be retroactive beginning January 1, 2012, to December 31, 2013. Dr. Adrian Whorton has agreed to continue his administration of this valuable program.

IV. IMPACT:

Fiscal: Monthly payments of \$4,072.11 in fiscal year 2012 paid to Dr. Whorton out of Fund 122. In 2013, the monthly payments will increase by an amount equivalent to the annual change in the Seattle Consumer Price Index – All Urban Consumers (CPI-U). Total not to exceed \$99,197.00

V. ALTERNATIVES:

Council could choose not to approve the attached agreement, which would cause the City to be non-compliant with its Advanced Life Support contract with King County.

VI. TIME CONSTRAINTS:

The previous agreement ended on December 31, 2011.

VII. LIST OF ATTACHMENTS:

 Proposed Agreement for Technical Services between the City of Redmond and Adrian Whorton, M.D.

Kevin D. Donnelly, Fire Chief

Approved for Council Agenda

John Marchione, Mayor

Date

Date

AGREEMENT FOR TECHNICAL SERVICES BETWEEN THE CITY OF REDMOND AND ADRIAN WHORTON, M.D.

This agreement for technical services ("Agreement") is hereby entered into as of this first day of January 2012 by the City of Redmond ("Redmond") and Adrian Whorton, M.D. ("the Contractor").

RECITALS

WHEREAS, Redmond is undertaking certain activities necessary to provide a Fire-Based Advanced Life Support Medical Service; and

WHEREAS, Redmond desires to engage the Contractor to render certain technical advice in connection with such undertakings in order to assure the highest possible quality of paramedic and related medical services; and

WHEREAS, the Contractor is a highly qualified professional who has been designated by King County as qualified and willing and able to timely perform the services desired by Redmond; and

NOW, THEREFORE, Redmond and the Contractor ("the Parties") hereby do agree as follows:

TERMS

<u>Section 1. Scope of Services</u>. The Contractor's title shall be Medical Program Director. The Contractor shall:

- 1.1 Report to the Fire Chief or designees regarding services relevant to this Agreement.
- 1.2 Meet with said Fire Chief or respective designees at least monthly to provide program performance and system feedback regarding Redmond's provision of emergency medical services.
- 1.3 Review emergency medical calls and recommend to the Fire Chief improvements regarding Redmond's emergency medical services system.
- 1.4 Supervise and review results of paramedic training and approve certification and recertification in accordance with applicable state regulations and approved standard operating procedures.
- 1.5 Evaluate paramedic performance and recommend to the Fire Chief any necessary formal disciplinary or corrective action, including retraining, disciplinary measures, and termination; and at the request of the Fire Chief and/or the Deputy Chief of Emergency Medical Services, provide input in the hiring process.
- 1.6 Direct, personally and by delegating to other Evergreen Hospital physicians with special knowledge in emergency care who are available 24 hours a day, on the radio and/or by using other communications devices, paramedic activities related to patient care at the scene of medical emergencies.
- 1.7 Perform the duties specified hereunder in accordance with applicable state regulations.
- 1.8 Exercise final authority over paramedics and other agents of Redmond while performing emergency medical services, and may suspend a paramedic from providing medical treatment under the Contractor's license. PROVIDED, that nothing in this agreement shall limit or diminish the ultimate administrative authority of Redmond's Fire Chief.

Section 2. Delegation of Duties. Whenever the Contractor is absent from the area for a period longer than four weeks and/or is unavailable to perform the duties and responsibilities of this Agreement, the Contractor shall formally appoint a qualified replacement ("the Replacement") to assume and perform the contractual duties and responsibilities during said absence. The Contractor shall advise the

Redmond Fire Chief and the Deputy Chief of Emergency Medical Services or their respective designees of the Replacement's name and qualifications prior to commencement of the Contractor's unavailable status. Appointment of the Replacement shall be subject to approval by the Redmond Fire Chief or designees. The Replacement shall, prior to performing any of the services specified hereunder, agree in writing to abide by all provisions of this Agreement. The Contractor shall be exclusively responsible for compensating the Replacement for services provided hereunder, and no additional compensation shall be provided by Redmond for services performed by the Replacement.

Section 3. Time of Performance; Termination. This Agreement shall become effective for a period of two (2) full years commencing January 1, 2012, unless earlier terminated by either the Contractor or Redmond, giving the other a minimum of ninety (90) days advance written notice of intention to terminate on the date specified for termination in the written notice.

Section 4. Compensation. During the calendar year 2012, Redmond shall pay the Contractor \$4,072.11 by the 15th day of each month (for a total of \$48,865.32 annually) for the previous month's service in full compensation for performing the services specified herein. For the year 2013, the monthly payment shall be increased over the 2012 monthly payment amount by an amount equivalent to the annual change in the Seattle Consumer Price Index – All Urban Consumers (CPI-U). Total not to exceed \$99,197.00.

Section 5. Hold Harmless Agreement.

- A. The Parties specifically acknowledge and adopt by reference RCW 18.71.210 and RCW 18.71.215, as now exist or may hereafter be amended. The Contractor's covenant to protect, indemnify, and hold harmless the City of Redmond as contained in Section 5(B) of this Agreement extends only to potential and actual liability for acts and omissions excluded from coverage and protection under RCW 18.71.210 and RCW 18.71.215.
- B. For acts and omissions excluded from coverage and protection under RCW 18.71.210 and RCW 18.71.215, the Contractor agrees to protect, indemnify, and save Redmond, its officers, agents, and employees harmless from and against any and all injury or damage to Redmond or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of the Contractor, his agents, employees, representatives, or subcontractors. The Contractor specifically promises to indemnify Redmond against claims or suits brought under Title 51 RCW by his employees or subcontractors and waives any immunity that the Contractor may have under that title with respect to Redmond. The Contractor further agrees to fully indemnify Redmond from and against any and all costs of defending any such claim or demand to the end that Redmond is held harmless there from. This section shall not apply to damages or claims resulting from the sole negligence of Redmond, in which event the laws of the State of Washington shall govern the Parties' respective liabilities.

Section 6. Insurance. The Parties understand that the Contractor has professional liability insurance through King County covering the Contractor's acts, errors, or omissions as Medical Program Director. The Contractor agrees to maintain said insurance in full force and effect during performance of all work pursuant to this Agreement. The Contractor shall not cancel said insurance without giving thirty (30) days advance written notice to the City. A certificate or other evidence of coverage acceptable to the City shall be delivered to the City within fifteen (15) days of execution of this Agreement.

<u>Section 7. Independent Contractor Status Established.</u> The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, or representative of the Contractor shall be deemed to be an agent, employee, or representative of Redmond for any purpose, and no agent, employee, or representative of Redmond shall be deemed to be an agent, employee, or representative of the Contractor for any purpose. The Contractor shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this Agreement.

<u>Section 8. Integration</u>. The entire agreement between the Parties shall consist of this contract document. This writing constitutes the sole and exclusive agreement of the Parties regarding the subject matter addressed herein and shall not be amended except by a writing executed by all Parties.

<u>Section 9. Non-Waiver</u>. A waiver by Redmond of any provision of this Agreement or any time limitation provided for herein shall not constitute a waiver of any other provision.

<u>Section 10. Applicable Law and Venue</u>. The laws of the State of Washington shall govern this Agreement. Any lawsuit arising out of this Agreement or the work performed hereunder shall be brought in the Superior Court for King County, Washington.

Section 11. Notices. Notices to Redmond shall be sent to the following address:

Redmond Fire Department 8450 161st Avenue N.E. Redmond, WA 98052

Notices to the Contractor shall be sent to the following address:

Adrian Whorton M.D. 4533 West Laurel Drive NE Seattle, WA 98105

City Attorney

CITY OF REDMOND

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. Mail, with proper postage and properly addressed.

Statement of Supplier Selection Form

1) Project Title/Description: Medical Director Services for A	Tracking #:	2,576
2.) Supplier/Contractor Selected Adrian M. Whorton Dr. Adrian M. Whorton, M.D. 4533 West Laurel Drive NE Seattle, WA 98105	i:	
1 7	you selected the above supplier?): zed education and experience necessary	for the desired qualifications.
Project Administrator's Signature:	Burny	Date: Feb 17 2012

Consulting Services Agreement

Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known) Medical Director Services for Advanced Life Support Program	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A, B, C = Scope, Work and Payment Schedule
CONTRACTOR Adrian M. Whorton	CITY PROJECT ADMINISTRATOR (Name, address, phone #) Bill Newbold City of Redmond FDALS P.O. Box 97010 Redmond, WA 98073-9710 425-556-2203 bnewbold@redmond.gov
CONTRACTOR CONTACT (Name, address, phone #) Dr. Adrian M. Whorton, M.D. Adrian M. Whorton 4533 West Laurel Drive NE Seattle, WA 98105 N/A	BUDGET OR FUNDING SOURCE Fund 122 - Advanced Life Support
FEDERAL ID # 538828362	MAXIMUM AMOUNT PAYABLE, IF ANY \$ 99,197.00
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE December 31, 2013
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

page 2 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

THIS AGREEMENT is entered into on <u>January 1</u>, 2012 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

- 1. Retention of Consultant Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.
- 2. <u>Completion of Work</u>. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.
- 3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. <u>Changes in Work.</u> The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

- A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.
- C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.
- D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

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- 6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.
- 7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.
- 8. <u>Indemnity</u>. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:
- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.
- 9. <u>Insurance</u>. The CONSULTANT shall provide the following minimum insurance coverages:
- A. Worker's compensation and employer's liability insurance as required by the State of Washington;

- B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

- 10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.
- 11. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

- 12. <u>Project Administrator</u>. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.
- 13. <u>Disputes</u>. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
- any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.
- 15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.
- 16. <u>Compliance and Governing Law.</u> The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 17. <u>Subcontracting or Assignment</u>. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the

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outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

- 18. <u>Non-Waiver</u>. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 19. <u>Litigation</u>. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 20. <u>Taxes</u>. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.
- 21. <u>City Business License</u>. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.
- 22. <u>Entire Agreement</u>. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

page 8 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:	CITY OF REDMOND:
1 NOPEN 2/16/12	
By: Adrian M. Whorton, M.D.	John Marchione, Mayor
Title: Medical Director	DATED:
	ATTEST/AUTHENTICATED:
	City Clerk, City of Redmond
	APPROVED AS TO FORM:

EXHIBITS A, B, and C

SCOPE OF WORK, WORK, AND PAYMENT SCHEDULE

<u>Scope of Work and Work Schedule</u>. For the purpose of performing work under this agreement, the CONTRACTOR's title shall be Medical Director. The CONTRACTOR shall:

- 1. Report to the CITY's Fire Chief or designees regarding services relevant to this Agreement.
- 2. Meet with said Fire Chief or respective designees at least monthly to provide program, performance, and system feedback regarding the CITY provision of emergency medical services.
- 3. Review emergency medical calls and recommend to the CITY's Fire Chief improvements regarding the CITY's emergency medical services system.
- 4. Supervise and review results of paramedic training and approve certification and recertification in accordance with applicable state regulations and approved standard operating procedures.
- 5. Evaluate paramedic performance and recommend to the CITY's Fire Chief any necessary formal disciplinary or corrective action, including retraining, disciplinary measures, and termination; and at the request of the CITY's Fire Chief and/or Deputy Chief of Emergency Medical Services, provide input in the hiring process.
- 6. Direct, personally and by delegating to other Evergreen Hospital physicians with special knowledge in emergency care who are available 24 hours a day, on the radio, and/or by using other communication devices, paramedic activities related to patient care at the scene of medical emergencies.
- 7. Perform the duties specified hereunder in accordance with applicable state regulations.
- 8. Exercise final authority over paramedics and other agents of Redmond while performing emergency medical services, and may suspend a paramedic from providing medical treatment under the CONTRACTOR's license. PROVIDED, that nothing in this Agreement shall limit or diminish the ultimate administrative authority of the CITY's Fire Chief.

Delegation of Duties. Whenever the CONTRACTOR is absent from the area for a period longer than four weeks and/or is unavailable to perform the duties and responsibilities of this Agreement, the CONTRACTOR shall formally appoint a qualified replacement ("the Replacement") to assume and perform the contractual duties and responsibilities during said absence. The CONTRACTOR shall advise the CITY's Fire Chief or Deputy Chief of Emergency Medical Services or their respective designees of the Replacement's name and qualifications prior to commencement of the CONTRACTOR's unavailable status. Appointment of the Replacement shall be subject to approval by the CITY. The Replacement shall, prior to performing any of the service specified hereunder, agree in writing to abide by all provisions of this Agreement. The CONTRACTOR shall be exclusively responsible for compensating the Replacement for services provided hereunder,

and no additional compensation shall be provided by the CITY for services performed by the Replacement.

<u>Payment Schedule</u>. Payment shall be made in accordance with payment terms outlined in paragraph #3 of the Agreement; however, in lieu of the CONTRACTOR submitting an invoice for services each month the CITY will, upon verification and approval of the previous month's performance of services, pay the CONTRACTOR a fixed amount of \$4,072.11 each month for the fiscal year January to December 2012. For the year 2013, the monthly payment shall be increased by an amount equivalent to the annual change in the Seattle Consumer Price Index – All Urban Consumers (CPI-U) during the year of 2012; total not to exceed \$99,197.00.