

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>July 28, 2014</u>
Subject:	<u>Approval of Professional Services</u>	Prepared by:	<u>Greg Jacoby</u>
	<u>Contract with Dr. Stephen Barnhart</u>		<u>City Attorney</u>
	<u>For Emergency Medical Services</u>	Atty Routing No:	<u>026-14</u>
	_____	Atty Review Date:	<u>July 24, 2014</u>

Summary: For several years, the Town has contracted with a local physician to serve as the medical advisor to the Town. Dr. Jacques Kobersy has been providing these services since January 1, 2013. However, he has given notice to the Town that he is no longer able to continue in this role. Dr. Stephen Barnhart has agreed to provide the required medical services pursuant to the same terms and conditions as Dr. Kobersy.

Recommendation: Staff recommends approval of the professional services contract with Dr. Stephen Barnhart for medical-related services.

Motion for consideration: I move to approve the professional services contract between the Town of Eatonville and Dr. Stephen Barnhart for medical-related services.

Fiscal Impact: Contract amount is set at an estimated \$400 per month.

Attachments: Professional Services contract

RESOLUTION 2014-S

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, APPROVING A CONTRACT FOR
PROFESSIONAL SERVICES WITH STEPHEN W. BARNHART,
M.D.**

WHEREAS, for several years the Town has contracted with a local physician to serve as a medical advisor to the Town; and

WHEREAS, since January 1, 2013, these medical services have been provided by Dr. Jacques Kobersy pursuant to a professional services contract signed on November 28, 2012 but Dr. Kobersy has provided notice to the Town that he is no longer able to provide said services; and

WHEREAS, Dr. Barnhart is willing and able to provide the required medical services according to the same terms and hourly rate as Dr. Kobersy; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The professional services contract between the Town of Eatonville and Stephen W. Barnhart, M.D., a copy of which is attached hereto, is hereby approved.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of July 2014.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

PROFESSIONAL SERVICES CONTRACT Training Physician

This Professional Services Contract is entered into between the Town of Eatonville, hereinafter referred to as "Town", and Stephen W. Barnhart MD, hereinafter referred to as "Training Physician".

1. SCOPE OF SERVICES

The Training Physician shall serve as a medical advisor for the Town under the terms and provisions of this Professional Services Contract. Pursuant to the contract, the Training Physician shall:

- Provide technical expertise relating to the delivery of pre-hospital emergency medical care and intervention;
- Provide ALS level continuing medical education and updates relating to pre-hospital care delivery;
- Review emergency medical incident reports and records, as it relates to continued quality improvement, providing recommendations to personnel;
- Coordinate ancillary physicians performing agency medical review and supervision;
- Provide standing medical orders as they relate to immunizations, occupational exposures and other Town health programs;
- Authorize stock of controlled pharmaceuticals, as required by Pierce County ambulance rules and regulations;
- Participate in review of personnel evaluations as needed;
- Assist with review of personnel evaluations as needed;
- Assist with the development of health and injury prevention information and education materials for distribution to the community; and
- Provide related services not specifically identified above.

2. RATE OF PAY

The Town of Eatonville agrees to pay the Training Physician \$100 per hour for services rendered. These services shall not exceed 4 hours of time per month, unless mutually agreed upon by both parties.

3. BILLING AND PAYMENT

The amount due for professional services shall be due and payable in the month following the month during which services are performed, upon receipt of statement for services. Submit to:

Town of Eatonville
PO Box 291
Eatonville, WA 98328

4. TERM OF CONTRACT

This Professional Services Contract shall have an annual term, from and after the effective date hereof. However, such contract shall be renewed automatically on an annual basis, unless terminated in accordance with the provisions hereof.

5. TERMINATION OF CONTRACT

Either party upon giving 90 days advance written notice may terminate this Professional Services Contract.

6. INDEPENDENT CONTRACTOR

The Training Physician, and his/her subcontractors, agents and employees, are independent contractors, and are not employees of the Town. The Training Physician, and his/her subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Training Physician, and his/her subcontractors, agents and employees, shall not have the authority to bind Town any way except as may be specifically provided herein. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever..

7. INDEMNIFICATION

The Training Physician shall defend, indemnify, hold harmless the Town and Town's employees, agents, and officials, from and against any damage, cost, claim or liability, including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the Training Physician, his employees, agents or subcontractors, howsoever caused. The Training Physician will be responsible for any damages sustained by his employees to Town

equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the Town.

Neither this paragraph nor any other part of this Agreement shall not obligate Training Physician to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its agents or employees; PROVIDED that Training Physician shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Town or the its agents or employees, and (b) Training Physician, to the extent of Training Physician's negligence.

8. ASSIGNMENT

This Contract may not be assigned in any manner or by any means by Consultant without the express prior written consent of the Town.

9. RATIFICATION

Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.

10. GOVERNING LAW/VENUE

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Pierce County, Washington.

11. REPRESENTATIONS

The signatories to this Agreement certify that they have fully read and agree to the foregoing terms on behalf of the entity he/she represents. By signing this Agreement, each individual certifies that he/she is at least 18 years of age and has legal authority to enter into this Agreement on behalf of the entity he/she represents.

12. EFFECTIVE DATE

This Agreement shall become effective August 1st. 2014

DATED this 28th day of July 2014.

TOWN OF EATONVILLE, a municipal corporation

By: _____

Mike Schaub Mayor

Attest:

By: _____

Kathy Linnemeyer, Clerk

TRAINING PHYSICIAN

By: _____

Stephen W. Barnhart MD.

Approved as to form:

Town Attorney