

PERSONAL SERVICES CONTRACT
Emergency Medical Services Medical Director

This Personal Services Contract for Emergency Medical Services Medical Director (“Agreement”), is entered into this ___ day of _____, 2023, by and between the CLATSKANIE RURAL FIRE PROTECTION DISTRICT/WESTPORT FIRE DISTRICT, a municipal corporation of the State of Oregon (“Clatskanie RFD”), MIST- BIRKENFELD RURAL FIRE PROTECTION DISTRICT, a municipal corporation of the State of Oregon (“Mist-Birkenfeld RFD”), COLUMBIA RIVER FIRE & RESCUE, a municipal corporation of the State of Oregon (“Columbia River FR”), SCAPPOOSE RURAL FIRE PROTECTION DISTRICT, , a municipal corporation of the State of Oregon (“Scappoose RFPD”), and COLUMBIA 911 COMMUNICATIONS DISTRICT, a municipal corporation of the State of Oregon (“Columbia 911 CD”), hereinafter collectively referred to as "Districts"; and Jenna Wiley M.D., hereinafter referred to as “Contractor”.

1. **Relationship.** Subject to the terms and obligations provided herein, the Districts desire to share resources and Contractor’s services, and the Contractor agrees to provide services to all the Districts.

2. **Term.** The duration of this contract shall be ten (10) months, beginning September 1, 2023, terminating at 12:01 AM on July 1, 2024, unless renewed pursuant to Section 13 of this contract. The duration of all renewals of this contract will be for one (1) year periods, which conform to the fiscal year of the Districts.

3. **Contractor Services and Obligations.** The Contractor agrees to provide the following services:

- A. Comply with the Oregon Administrative Rules (OAR) 847-35-0020 through 847-35-0030 relating to the application and qualifications for a supervising physician as those rules are now constituted, or as may be amended during the term of this Agreement.
- B. Comply with all applicable laws and administrative rules regarding Contractor’s services, including but not limited to OAR 847-35 and OAR 333-200; the requirements of ORS Ch. 279B for personal service contracts, which is attached hereto and incorporated by this reference (**Attachment A**); and all other applicable privacy requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- C. Establish and maintain medical protocols and procedures used and drugs approved for use by each of the District’s Basic and Advanced Life Support (“ALS”) Ambulances. Contractor shall be responsible for evaluating and updating the Districts’ procedures and drugs approved for use on an annual basis.

- D. Monitor the quality of care provided by the District's EMTs, Advanced EMTs, EMT Intermediates, Paramedics and RNs, and notify the EMS Coordinators of any problems with field care provided by District personnel.
- E. Conduct the continuing education and training needs of the District's EMS personnel as follows:
- i. Provide at least one training class per month, to be at a predetermined time, to be held at one of the stations or other agreed meeting place. All District personnel are invited to all trainings. Contractor will provide trainings specific to the Districts in the amounts listed below.
 - a. Columbia River Fire and Rescue: 6 per year
 - b. Scappoose RFPD: 3 per year
 - c. Clatskanie/Westport: 3 per year
 - d. Columbia 911 Communications district: 2 per year
 - e. Mist Birkenfeld RFPD: 2 per year.
 - ii. Contractor will also provide direct observation via Station visits consisting of direct practice and training, case reviews, skills lab training, ride along, evaluation of equipment and controlled substance use evaluations, or other training and continuing education needs as agreed upon by Contractor and Districts. Direct observation work and Station visits may be combined with Trainings as listed in Section C, part 1.
- F. Review information collected from run reports to evaluate the effectiveness of training and protocols, to assure the appropriateness of field treatment, and to assure the overall quality of care provided by District personnel. All data shall be sent to Contractor via HIPAA compliant electronic mail, with patient identifying information redacted.
- G. Serve as liaison and the Districts advocate with the professional medical community of Columbia County and the Portland, Astoria, and Longview areas.

The Contractor is a licensed physician by the State of Oregon, and Contractor agrees that at all times during the term of this Agreement, it shall retain all applicable medical licensure. Contractor is also responsible for all office overhead associated with the performance of this Agreement that has not been specifically authorized by the Districts' EMS Coordinators, Fire Chiefs, or designee. Office overhead includes, but is not limited to, the following: secretarial support services, telephone charges, photocopying, mailing, and travel.

4. Districts' Obligations and Representations. The Districts hereby agree that:

- A. The Districts shall not permit their EMTs to practice at a level other than the level(s) approved by Contractor. The Districts further agree that EMS personnel will not practice under the medical direction or protocols of any physician other than Contractor while practicing as EMS personnel of the Districts, except for online medical control provided during patient encounters. The Districts further understand that individual licensees are responsible for meeting licensure renewal requirements, and for knowledge of and compliance with their scope of practice.
- B. Contractor has the final decision with respect to the medications, drugs, and skills to be used or employed by the Districts' EMS personnel, regardless of their training level.
- C. Contractor has the final decision with respect to the practice of individual EMS personnel, and that Contractor has the sole authority to limit, suspend, or withdraw medical control of an individual member at Contractor's discretion. The Districts understand that if a provider poses a danger to the public, withdrawal of medical control may be done without notice.
- D. Contractor may require specific action be taken by the Districts to correct deficiencies noted in the continuous quality improvement process, or to correct violations of federal, state, and local law or regulation. The Districts agree to facilitate any remedial or disciplinary action required by Contractor.
- E. The Districts will forward to Contractor immediately for their review and consideration any cases of interest or concern.
- F. The Districts will allow Contractor, upon request, to access the Districts' EMS personnel training records.
- G. The Districts will provide Contractor with personal protective gear for on-scene evaluations.

5. Compensation. As compensation for the services provided by Contractor under this Agreement, the Districts agree to pay Contractor a total sum of \$45,652.00 (Forty Five Thousand, Six Hundred and Fifty-Two Dollars) for services from September 1, 2023 through June 30, 2024, as further set forth and identified below in sub-section C, Compensation Table.

- A. Each of the Districts shall be individually responsible for paying their proportionate share to the Contractor. If, at any time, any District exercises its right to terminate the agreement per Section 14, that District's obligation for payment shall cease at the end of the respective ninety (90) days' notice period. Contractor shall continue to provide

services to the remaining Districts. The continuing Districts are not required to make additional payments because of the termination of one or more Districts, and the overall total sum shall be reduced proportionately.

B. If this Agreement is terminated at a time when the Districts have paid for services not yet provided, Contractor shall reimburse Districts for that portion of compensation paid on a pro rata basis. If this Agreement is terminated at a time when Contractor has provided services for which payment has not been made, the Districts will pay Contractor for those services on a pro-rata basis.

C. Compensation Table. *Monthly share is approximately defined and provided for ease of reference to the Districts.*

District	Total Amount (\$)	~ Monthly Share (\$/month)	Percentage of Total
Clatskanie RFD	\$7,989.10	\$798.91	17.5%
Mist-Birkenfeld RFD	\$2,282.60	\$228.26	5%
Columbia River FR	\$25,108.60	\$2,510.86	55%
Scappoose RFPD	\$7,989.10	\$798.91	17.5%
Columbia 911 CD	\$2,282.60	\$228.26	5%

6. **Independent Contractor.** Contractor is an independent contractor under this Agreement and is not an employee of Districts for any purpose. Contractor will not be under the direct control of the Districts in performing services under this Agreement.

A. Contractor will be solely responsible for payment of any Federal, State, and local taxes required because of this agreement. This Agreement is not intended to entitle Contractor to any benefits generally granted to Districts' employees. Without limitation, the Districts' benefits, which are not intended to be extended by this Agreement, are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental insurance coverage, life and disability insurance, overtime, Social Security payments, Workers' Compensation, unemployment compensation, and retirement benefits.

- B. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract.
- C. The Contractor is not an employer of the EMS personnel under his supervision and will be held harmless by the Districts for any employment litigation arising out of the provision of emergency medical services.

7. **Transfer or Delegation.** Contractor shall not transfer or delegate the responsibility for providing services to any other individual or agency without the approval of the Districts. Said approval shall be obtained prior to said transfer or delegation. Any person or agency to whom the Contractor's obligations and services are transferred or delegated must agree to comply with the provisions of this Agreement. If an emergency or disaster need arises and if Contractor is not available, Contractor agrees to provide appropriate alternate EMS medical direction.

8. **Insurance.** Contractor shall maintain professional liability insurance, including medical malpractice liability insurance, in conjunction with services performed under this Agreement. The amount of insurance shall not be less than the maximum amount of the Districts' tort liability limits, as set by the Oregon legislature. Contractor shall name each of the Districts as an additional insured party, and shall provide proof of such coverage to the Districts upon request. Each of the Districts maintain tort liability insurance within the amounts required under the Oregon Tort Claims Act.

9. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless each of the Districts and its officers, agents, and employees from and against any and all claims or demands for damages of any kind arising out of or connected in any way to the Contractor's performance of authorized services to the Districts under this Agreement. Subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Contractor waives its right to indemnification a defense under this Agreement.

10. **Arbitration.** If any disputes, disagreements, or controversies arise between parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitration within five (5) days, an arbitrator may be appointed by the Columbia County Circuit Court, upon the request of either party submitted in accordance with ORS 36.400. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

The Districts and Contractor agree to a consolidated arbitration of such claims, disputes, and other matters in question regarding this Agreement. Notwithstanding any dispute under this

Agreement, whether before or during arbitration, the Contractor shall continue to perform their work pending resolution of a dispute, and the Districts shall make payments as required by the Agreement for undisputed portions of work.

11. Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret, or enforce the terms of this Agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed, therefore. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

12. Applicable Law. This Agreement shall be construed in accordance with laws of the State of Oregon and venue shall be placed in Columbia County.

13. Severability. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term, or clause held to be unenforceable.

14. Entire Agreement; Amendment. This Agreement represents the entire understanding of Districts and Contractor as to those matters contained herein. No prior oral or written understanding shall be in force or effect with respect to those matters covered hereunder. This Agreement may not be amended, except by mutual written agreement of all Districts and Contractor.

15. Renewal. The term of this Agreement shall be ten (10) months, with automatic extensions, with the exception that the rate of compensation being increased with CPIU. CPIU will be a minimum of 2% with a maximum of 4%.

16. Termination. This Agreement may be terminated by any party during its term upon ninety (90) days written notice delivered to all other parties.

17. Notices. All written notices required under this Agreement shall be mailed to the following addresses:

Clatskanie Rural Fire Protection District
Name: _____
Email: _____
Phone Number: _____

Mist-Birkenfeld Rural Fire Protection District
Name: _____
Email: _____
Phone Number: _____

Scappoose Rural Fire Protection District
Name: _____
Email: _____

Columbia River Fire & Rescue
Name: _____
Email: _____

Phone Number: _____

Phone Number: _____

Columbia 911 Communications District

Contractor
Jenna Wiley, MD

Name: _____

Email: _____

Email: _____

Phone Number: _____

Phone Number: _____

DATED THIS ____ DAY OF _____, 2023.

CONTRACTOR

Jenna Wiley MD

Date

FIRE AND COMMUNICATIONS DISTRICTS

Fire Chief

Date

CLATSKANIE RURAL FIRE PROTECTION DISTRICT

Fire Chief

Date

MIST-BIRKENFELD RURAL FIRE PROTECTION DISTRICT

Fire Chief

Date

SCAPPOOSE RURAL FIRE PROTECTION DISTRICT

Executive Director

Date

COLUMBIA RIVER FIRE & RESCUE

Executive Director

Date

COLUMBIA 911 COMMUNICATIONS DISTRICT

ATTACHMENT A

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS

FOR PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-

half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.

- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (13) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (14) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (15) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.