

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	EMS Administration
Contract or Grant Administrator:	M. Hilley, EMS Manager
Contractor's / Agency Name:	<b>Fire Protection District No.7</b>

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes     No   
 Yes     No     If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?    Yes     No     If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?  
 Yes     No     If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?  
 Yes     No     If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?  
 Yes     No     If yes, RFP and Bid number(s): \_\_\_\_\_ Contract \_\_\_\_\_  
 Cost Center: 130115

Is this agreement excluded from E-Verify?    No     Yes     If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 407,130.  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ \_\_\_\_\_

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: The purpose of this agreement is to provide for the implementation of a third Community Paramedic (CPM) that will provide mobile integrated health services inclusive of all EMS Fire Districts within Whatcom County.

Term of Contract:    08/01/2019	Expiration Date:    July 31, 2021
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Contract Routing:	1. Prepared by: <u>M. Hilley</u>	Date: <u>July 29, 2019</u>
	2. Attorney signoff: <u>KNF</u>	Date: <u>7/29/19</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>7/29/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

# INTERLOCAL AGREEMENT

Between

Whatcom County Emergency Medical Services/Whatcom County

And

Whatcom County Fire District 7

Whatcom County Fire Protection District 7 (hereinafter as FD7), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

**I. Purpose**

This agreement (hereinafter "Agreement") provides for the implementation of a Community Paramedic (CPM) that shall provide Mobile Integrated Health (MIH) Services inclusive of all EMS/Fire Districts within Whatcom County. This is an expansion of the CPM program in Whatcom County. This position is supported and funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy and the established budget and planned expenditures. This Agreement addresses the implementation of a CPM position and is separate from any agreements regarding Advanced Life Services.

**II. Administration**

1. The CPM shall be a FD7 employee with a limited duration. It is understood that FD7 and the County shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of FD7 or the County herein named. In compliance with applicable law and State Records guidelines, both parties will maintain documentation and records relevant to the program contemplated in this Agreement.
2. The parties recognize that Whatcom County Fire/EMS Agencies, the County and FD7 will play a role in the selection of cases and individual patients the FD7 CPM serves.

**III. Staffing and Responsibilities**

1. FD7 shall provide one (1) experienced Paramedic to serve as CPM in a recurring one (1)-year position as part of the MIH Care Team for the County and the City.
  - a. An interview process shall take place prior to the completion of each one (1) year CPM appointment to select a successor CPM. The position may be held by the same individual for two (2) successive years in consideration of continuity of staffing within the CPM program.
  - b. CPM Candidates shall be a FD7 Paramedic with a minimum of five (5) years of experience.
  - c. Appointments to the CPM position will be made from a ranked list generated from a formal application and interview process.
  
2. The position contemplated in this Agreement is a WCEMS Levy funded position that reports to the FD7 Fire Chief while working remotely with personnel from the GRACE program. The CPM shall work a 40-hour week in accordance with the Collective Bargaining Agreement (CBA) between FD7 and the Whatcom Seven Firefighters.
  - a. The County, through allocation of funds from the county-wide EMS Levy, shall reimburse FD7 the CPM annual salary, benefits, and premiums as set forth by the "guilds" CBA. Funds provided for this position is specific to the Accountable Communities of Health (ACH) pay for performance reimbursements. This position is also associated with the ACH funding in that if ACH reimbursements are discontinued, then funding for the FD7 position would discontinue.
  - b. FD7 shall pay any costs incurred by the CPM related to District emergency hire-backs, FD7 training, or elective overtime on operation-assigned units.
  - c. Both parties of the Agreement acknowledge that the CPM budget, as set forth in the Whatcom County EMS Levy, does not include allowances for overtime costs related to the duties of the CPM position.
  
3. The Community Paramedic/Health Program will be overseen by the Whatcom County EMS Manager as defined by the Medical Program Director (MPD), as provided by RCW 18.71.200 – 21. The Community Health Program will be managed by the EMS Captain. CPM scope of practice shall be governed by the most current edition of the Whatcom County ALS Protocols as approved by the County MPD.
  
4. The CPM will be integrative with the GRACE Team which includes support from the Intensive Case Manager, Community Health Worker, Social and Substance Disorder Case Managers, GRACE Program Managers and WCEMS.
  
5. The CPM will assist with development of the MIH program in Whatcom County.
  - a. The Community Paramedic will respond to WCEMS/Whatcom County Fire Departments' requests for service with patients that meet criteria for GRACE enrollment.

- b. The CPM shall act as liaison to county responders to provide training, outreach and community education for WCEMS/Whatcom County Fire Departments.
- c. The CPM, in cooperation with the GRACE program, will provide training and continuing education in the areas of community medicine, cultural and social awareness, determinates of health and principles of community health engagement.

**IV. Vehicle and Equipment**

1. The District shall provide a safe vehicle in good working-condition for use by the CPM. If funding is secured beyond the term of this agreement, consideration for the acquisition of a vehicle used for the Community Paramedic Program will be included in a new longer term agreement.
2. The County will reimburse the District for the necessary medical and safety equipment required for CPM scope of practice as outlined in Exhibit "A" Budget. All equipment will be part of the vehicle inventory and will be maintained by the CPM through FD7 policies and procedures. The County will reimburse the Department for the cost of all start-up durable medical equipment provided for the second CPM unit for an amount not to exceed \$49,630.

In the event the durable equipment is no longer used as part of the Community Paramedic program its ownership shall be transferred to an Advanced Life Support (ALS) unit.

3. The District will purchase and retain ownership of all durable medical equipment provided for the CPM vehicle.

**IV. Staffing Changes**

The District will give the County at least a 30 days' notice of anticipated personnel changes in regard to the assigned CPM position, with the exceptions of injury, disability, discipline, termination, promotion or other circumstances outside the control or prior knowledge of the District.

**V. Term of agreement**

The term of this agreement shall be from August 1, 2019 through July 31, 2021. Accordingly, the parties shall meet on or around January 15, 2021 to discuss and negotiate towards a replacement agreement.

**VI. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**VII. Authority:** The parties represented and covenant that they are recognized to sign as authorized agents of their respective agency.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019, for WHATCOM COUNTY.

\_\_\_\_\_  
Jack Louws, County Executive

Approved as to form:

  
\_\_\_\_\_  
County Civil Deputy Prosecuting Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019, for Fire Protection District 7.

\_\_\_\_\_  
Fire Chief Larry Hoffman

Attest:

\_\_\_\_\_  
Finance Director

Departmental Approval:

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
FD7 Attorney

**EXHIBIT "A"**  
**Budget**

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$137,130.00 for year one beginning August 2019 and \$177,500 for year 2 (2020) and \$92,500 for year 3 (2021). The budget for years 2021 and 2022 will be established by agreement between the County and District and will coincide with the 2 year biennium budget, when adopted. Once adopted, such budget shall replace this Exhibit A without the need for further legislative approval.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Fire District 7 will submit invoices detailing allowable expenditures as outlined in Attachment A, (Durable Equipment and Annual Costs) to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

<b>Fire District 7 Community Paramedic Program - Budget Narrative</b>	<b>Budget 2019</b>	<b>Budget 2020</b>	<b>Budget 2021</b>
Wages-Community Paramedic	85,000.00	170,000.00	85,000.00
Durable Medical Equipment	49,630.00	5,000.00	5,000.00
Fuel and maintenance	2,500.00	2,500.00	2,500.00
<b>Total</b>	<b>137,130.00</b>	<b>177,500.00</b>	<b>92,500.00</b>

**ATTACHMENT "A"**  
**Durable Equipment & Annual Costs**

**2019 CPM Durable Equipment & Startup Costs**

**Durable Equipment:**

Life Pak 15	\$40,000.00
Pediatric Medical Kit	\$ 1,280.00
Airway Kit	\$ 5,600.00
Medication Kit	<u>\$ 2,750.00</u>
<b>TOTAL</b>	<b>\$49,630.00</b>