

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Emergency Management Services (EMS)
Contract or Grant Administrator:	Mike Hilley, EMS Manager
Contractor's / Agency Name:	Bellingham Fire Department

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? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ 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): \$ 321,055 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: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. 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.
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The purposes of this agreement is to provide for the implementation of a second Community Paramedic (CPM) that shall provide mobile integrated health services inclusive of all EMS/Fire Districts within Whatcom County.

Term of Contract: August 1, 2019 Expiration Date: 12/31/2022

- Contract Routing:
- | | |
|---|----------------------|
| 1. Prepared by: twh/MH | Date: 07/19/19 |
| 2. Attorney signoff: <i>KNF</i> | Date: <i>7/29/19</i> |
| 3. AS Finance reviewed: bbennett | Date: 07/24/19 |
| 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: _____ |

AB2019-406

INTERLOCAL AGREEMENT

Between
Whatcom County Emergency Medical Services/Whatcom County
And
And Bellingham Fire Department/City of Bellingham

The City of Bellingham, through the Bellingham Fire Department (hereinafter the “City”), 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 second 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 that currently exists within the City of Bellingham. 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 second CPM position and is separate from any agreements regarding the services of the current EMS Captain serving as the Bellingham CPM.

II. **Administration**

1. The CPM shall be a City employee. It is understood that the City 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 the City 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 the City will play a role in the selection of cases and individual patients the second CPM serves.

III. **Staffing and Responsibilities**

1. The City 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 City Paramedic with a minimum of five (5) years of experience in the field of Paramedicine
 - c. Appointments to the CPM position will be made from a ranked list generated from a formal application and interview process.
 - d. The interview panel shall consist of a minimum of three (3) members to a maximum of five (5) members.
 - e. A minimum of one (1) interview panel member will be supplied by a WCEMS Agency other than the City.
2. The position contemplated in this Agreement is a WCEMS Levy funded position that reports to the Bellingham Fire Department CPM Captain. The CPM shall work a 40-hour week in accordance with the Collective Bargaining Agreement (CBA) between the City of Bellingham and the Bellingham/Whatcom County Firefighters IAFF Local 106.
- a. The County, through allocation of funds from the county-wide EMS Levy, shall reimburse the City the CPM annual salary, benefits, and premiums as set forth by the IAFF Local 106 CBA.
 - b. The City shall pay any costs incurred by the CPM related to City emergency hire-backs, Bellingham Fire Department 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, and further detailed in Exhibit "A", Budget, does not include allowances for overtime costs related to the duties of the CPM position.
 - d. The CPM will be supervised by the EMS Captain assigned to the CPM program. CPM scope of practice is defined by the Whatcom County Medical Program Director (MPD) and the Bellingham Fire Department Supervising Physician, as provided by RCW 18.71.200 -210 and shall be governed by the most current edition of the Whatcom County ALS Protocols as approved by the State of Washington Department of Health and the County MPD.
3. 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.
4. 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 County shall reimburse the Department up to \$600 per month for fleet rental and maintenance of a safe vehicle in good working-condition for use by the CPM.
 - a. The CPM vehicle is intended to be a non-emergent response vehicle utilized for scheduled appointments with CPM or GRACE-enrolled patients. The County and the City recognize that in rare instances the CPM may be required or requested to respond in an “emergency-mode.” As such the CPM vehicle will be equipped with radios, Computer Assisted Dispatch monitors, markings, lighting, and audible devices enabling an emergency response. All emergency response markings and signaling equipment shall meet or exceed WA State Department of Transportation standards for emergency response vehicles. The CPM vehicle shall not be a “take-home” vehicle.
 - b. The City shall maintain a program of self-insurance and excess insurance in a manner and with appropriate reserves sufficient to cover any liability arising out of the work performed under this Agreement.
1. The County will reimburse for the medical and safety equipment required for CPM scope of practice as described in Exhibit “A”, Budget. All equipment will be part of the vehicle inventory and will be maintained by the CPM through standing Bellingham Fire Department 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 \$52,000.

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.

V. Financial Commitment

The County, through the EMS Levy and the Accountable Communities of Health Pay for Performance will fund the CPM program in 2019 and 2020 up to the amounts set forth in Exhibit "A" (Budget), which is incorporated herein by this reference. For the years 2021 and 2022, contingent upon annual budget approval by the EMS Oversight Board, the County will fund the program in an amount sufficient to cover the CPM cost elements outlined in Exhibit "A".

VI. Staffing Changes

The City will give the County at least a 60 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 City.

VII. Term of agreement

This agreement shall terminate on December 31, 2022. Accordingly, the parties shall meet on or around June 1, 2022 to discuss and negotiate towards an extension or successor agreement.

VIII. 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.

IX. 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 CITY OF BELLINGHAM.

Kelli Linville, Mayor

Attest:

Andy Asbjornsen, Finance Director

Departmental Approval:

Bill Hewett, Department Head

Approved as to form:

Peter Ruffatto, City Attorney

EXHIBIT 'A'
Budget

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$138,705.00 for year one beginning August 2019 and \$182,350 for year 2 (2020). The budget for years 2021 and 2022 will be established by agreement between the County and City 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. Bellingham Fire Department 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.

Bellingham Fire Community Paramedic Program - Budget Narrative	Budget 2019	Budget 2020
Expenses		
Wages-Community Paramedic	85,000.00	170,000.00
Durable Medical Equipment	47,530.00	
Community Paramedic Vehicle Rental (inc. maint.)	3,600.00	7,200.00
Fuel	2000.00	4000.00
CPM I-Pad and Cell Phone Service Fees	575.00	1150.00
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Total	138,705.00	182,350.00

ATTACHMENT "A"

Durable Equipment & Annual Costs

2019 CPM Durable Equipment & Startup Costs

Durable Equipment:

Life Pak 15	\$ 40,000.00
Life Pak 12 trade in credit	<\$ 5000.00>
Pediatric Medical Kit	\$ 1,280.00
Airway Kit	\$ 5,600.00
Medication Kit	\$ 2,750.00
Surface Computer	\$ 2,500.00
I-Pad	\$ 400.00

Total **\$ 47,530.00**

Ongoing Costs:

Community Paramedic Wages	\$ 85,000.00
Cell Phone Service	\$ 335.00
I-Pad Service Fees	\$ 240.00
Vehicle Fleet Rental	\$ 3,600.00
Vehicle Fuel	\$ 2,000.00

Total **\$ 91,175.00**

2020 CPM Yearly Recurring Costs

Wages (up to)	\$ 170,000.00
Cell Phone Service	\$ 670.00
Vehicle Fleet Rental	\$ 7,200.00
Vehicle Fuel	\$ 4000.00
I Pad service fees	\$ 480.00

Total **\$ 182,350.00**