

SCANNED 4/19/19
CID

WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Expires 5.1.20 2020
Whatcom County Contract No.
201902009

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Emergency Medical Services (EMS)
Contract or Grant Administrator:	M. Hilley
Contractor's / Agency Name:	City of Bellingham & Bellingham Tech College

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: 130100

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):
 \$ 56,000 + expenses
 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: This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Training Program ("Program") conducted as a cooperative agreement between the Department, the County and the College

Term of Contract: February 1, 2019 Expiration Date: May 1, 2020

Contract Routing:	1. Prepared by: Mike Hilley	Date: 01/31/19
	2. Attorney signoff: <u>Cee</u>	Date: _____
	3. AS Finance reviewed: <u>bbennett</u>	Date: 1/30/19
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>✓</u>	Date: 2/12/19
	8. Executive signed: <u>✓</u>	Date: 2/13/19
	9. Original to Council: <u>✓ 4-19-19</u>	Date: _____



INTERAGENCY AGREEMENT
between
Bellingham Technical College
and
Bellingham Fire Department/City of Bellingham
and
Whatcom County Emergency Medical Services/Whatcom County

The City of Bellingham, through Bellingham Fire Department, (hereinafter the "Department"), Whatcom County, through Whatcom County Emergency Medical Services, (hereinafter the "County"), and Bellingham Technical College, (hereinafter the "College"), in consideration of the mutual covenants herein, agree as follows:

- I. **Purpose:** This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Training Program ("Program") conducted as a cooperative agreement between the Department, the County and the College.
- II. **Existing Agreement Terminated:** The Department and the College entered into an Agreement (Contract #2017-0641), dated November 15, 2017. The parties agree that the November 15, 2017 Agreement is hereby terminated and replaced in full with this Agreement, which shall be effective on the date of the signature of the third party.
- III. **Program Administration:** It is understood that the College, County and Department 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 College, County and Department herein named. In compliance with applicable law and State records guidelines, both parties will maintain documentation and/or records relevant to the program contemplated in this Agreement.
- IV. **Financial Responsibility:** The County assumes financial responsibility for the Program. The parties have established a budget as set forth in Exhibit 'A', which is incorporated herein by this reference.
- V. **Financial Agreement:** The County will pay the College a one-time fee of \$40,000.00 for the first completed paramedic training program. One half of the fee will be payable when the Paramedic Training program is half-complete and the remainder paid once the program has been completed. The College will be responsible for the Medical Program Course Director/Training Physician's salary of \$16,000.00 per cohort. The County shall reimburse the College for the Medical Program Course Director/Training Physician's costs.

The County will reimburse the Department for costs of the Program consistent with Exhibit 'A' that exceed the Assistance to Firefighters Grant Award.

- VI. Program Sponsorship:** The College shall be the sponsoring institution and, as such, the program will operate within the College's appropriate policies and procedures.
- VII. Program Approval:** The Program is approved through the Washington State Board for Community and Technical Colleges and the Washington State Department of Health. Accreditation is granted through the Commission on Accreditation of Allied Health Education Programs (CAAHEP).
- VIII. Responsibilities of the College:**
- A. Provide oversight in verifying that the instructional process is conducted according to all required educational standards set forth by CAAHEP and Washington State Department of Health.
 - B. Obtain concurrence from the Department and County on the selection of the person to be appointed as the Medical Program Course Director/Training Physician. The Medical Program Course Director will be a licensed physician under RCW 18.71, and must meet all requirements of a Medical Program Director as defined in WAC 246-976-920.
 - C. The Program will be operated within the parameters, policies, and procedures of the College. Students will receive all rights and privileges of College's students and will be subject to all College procedures and policies.
 - D. Provide instructional evaluation of program faculty per CAAHEP requirements. The process will include evaluative data collected from student evaluations, the Medical Program Director/Training Physician, Medical Services Officer, and the College Supervisor.
 - E. Per State Vocational requirements, the College will approve the Paramedic Lead Instructor and faculty as vocational instructor(s).
 - F. Issue Certificates of Completion in Paramedic Training, to students who are deemed as successfully completing the program by the Department in accordance with CAAHEP standards.
 - G. Provide campus classroom and storage space as available.
 - H. Access to College's simulation labs will be provided when available. Additional costs for any consumable supplies used and simulation lab staffing will be paid by College and billed to County for reimbursement.
 - I. Provide access to the College's CANVAS eLearning tool.

- J. Assist with application to CAAHEP for program accreditation within the following parameters:
 - i. Request accreditation services;
 - ii. Assist with self-study development;
 - iii. Assist with syllabi development; and
 - iv. Assist with required documentation to be kept by both College and Department.
- K. Assign College supervisor to provide program oversight.
- L. Establish invoicing procedures and policies.
- M. Facilitate meetings of the Advisory Committee, meeting State Board guidelines.
- N. Provide permanent repository for Program records.
- O. Maintain required student malpractice insurance when Program is running.

IX. Responsibilities of the Department:

- A. Provide the services of an EMS Captain who shall function as the Paramedic Training Program Director (“Program Director”) and obtain concurrence from the College and County on selection of the person to be appointed as the Program Director. The Program Director will be a certified Paramedic, who has earned a bachelor’s degree or higher from an accredited institution.
- B. Obtain concurrence from the College and County on selection of the person to be appointed as the Paramedic Lead Instructor. The Program Lead Instructor will be a certified Paramedic, who has earned an associate’s degree or higher from an accredited institution, and will meet all requirements for vocational instructor certification as defined in WAC 131.16.070-095.
- C. The Program Director and Paramedic Lead Instructor will report directly to the Department’s Medical Services Officer and will maintain their status as City of Bellingham employees while acting as the Program Director and Lead Instructor.

Responsibilities of the Program Director:

- i. *Class Schedule:* Along with the Program Lead Instructor, develop and implement the class schedule in order to ensure that all Program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Course Director/Training Physician, and College supervisor for approval.
- ii. Meet monthly with College supervisor to review course and student progress and to address Program instructional issues.

- iii. Meet weekly with the Department's MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other Program maintenance issues.
- iv. Review and obtain approval for all textbooks.
- v. *Select Adjunct Faculty:* Identify and obtain prior approval for all adjunct Program faculty from the Medical Program Course Director/Training Physician and the College supervisor. Curriculum Vitae for all adjunct faculty shall be provided to the College supervisor, as well as kept on file by the Program Director.
- vi. Serve as the Program liaison providing schedules and communication with all clinical sites.

Responsibilities of the Paramedic Lead Instructor:

- i. *Class Schedule:* Along with the Program Director, develop and implement the class schedule in order to ensure that all Program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Course Director/Training Physician, and College supervisor for approval.
 - ii. Meet monthly with College supervisor to review course and student progress and to address Program instructional issues.
 - iii. Meet weekly with the Department's MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other Program maintenance issues.
 - iv. Develop all quizzes and examinations based on the Program curriculum. All quizzes and examinations shall be reviewed and approved by the Medical Program Course Director/Training Physician prior to administration.
 - v. Review and obtain approval for all textbooks.
- D. Collaborate with the College in the development of the self-study for accreditation.
- E. Complete the first step of the admissions process by identifying approved student candidates.
- F. Facilitate clinical agreements between the College, the Department, and those sites participating in clinical oversight of the paramedic students.
- G. Develop, revise and maintain all curriculums in accordance with state and national standards. Department will provide College with syllabi and schedule of classes using appropriate College forms and procedures.
- H. Select Department sponsored students in the Program and provide College with appropriate admission and registration information and forms.

- I. Enroll Department sponsored students and maintain enrollment/completion records; provide copies to College.
 - J. Provide classroom and storage space as necessary.
 - K. Schedule all classes, field experience and training activities. Provide copies of schedules to College.
 - L. Provide space and equipment for the Program.
 - M. Collaborate with College on development of self-study for accreditation and provide information for accreditation application.
 - N. Complete Washington State Department of Health training program and course applications.
 - O. Maintain copies of Program records.
 - P. Provide required records and Program information to College for ongoing accreditation support.
 - Q. Participate on a regular basis, as a member of the advisory committee reviewing the Program's goals and progress, and make recommendations of needed changes, if any, to help insure its success.
- X. Responsibilities of the County:**
- A. Develop and maintain budget for the Program expenses. Provide financial support to College as outlined in Section IV and V herein, including reimbursing the college for the salary and benefit costs of the Medical Program Director.
 - B. Reimburse the College for all consumable expenses including simulation lab supplies and the cost of required personnel to set-up and operate simulation practice lab sessions.
 - C. Reimburse the College for the cost of the Student Liability and Malpractice Insurance.
 - D. Communicate with the College regarding the accreditation process and provide support as necessary.
 - E. Select County sponsored students in the Program and provide College with appropriate admission and registration information and forms.

- F. Enroll County sponsored students and maintain enrollment/completion records; provide copies to College.
 - G. Provide required records and Program information to College for ongoing accreditation support.
 - H. Participate on a regular basis, as a member of the advisory committee reviewing the Program's goals and progress, and make recommendations of needed changes, if any, to help insure its success.
 - I. Reimburse the Department for costs of the Paramedic Training Program consistent with Exhibit 'A' that exceed the Assistance to Firefighters Grant Award.
- XI. EMT-Paramedic Program Admission Procedures:** The Program admission process will include two steps:
- i. Eligible Department and County employees, meeting admission requirements as set forth in RCW 18.71.205 and WAC 246.976.041, will be considered for the Program upon recommendation of the Department and County. Enrollment is not open to the public.
 - ii. All students accepted for admission must have current Emergency Medical Technician (EMT) certification and a high school diploma or equivalent as per Washington State Department of Health (DOH) guidelines.
- XII. Program Administration Designees:**
- College Supervisor: Julie Samms, Interim Dean, Bellingham Technical College, 3028 Lindbergh Ave., Bellingham, WA, 98225, (360) 752-8339, jsamms@btc.edu
- Department Coordinator: Kristi Clift, Administrative Services Manager, Bellingham Fire Department, 1800 Broadway, Bellingham, WA, 98225, (360) 778-8413, kclift@cob.org
- Whatcom County EMS: Mike Hilley, EMS Manager, 800 E. Chestnut, Suite 3C, Bellingham, WA 98225, (360) 927-1155, Hhilley@co.whatcomwa.us
- XIII. Nondiscrimination:** There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs
- XIV. Liability:** Each party to this Agreement will be responsible for the negligent or willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other

nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

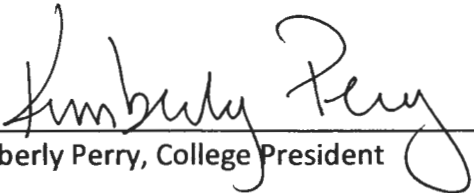
XV. Term of the Agreement: This is a limited duration agreement anticipated to end September 30, 2020 at which time the duties of the Course Program Director will be transferred to Bellingham Technical College and a new agreement will be entered into. Accordingly, on or about May 1, 2020, the parties to this Agreement shall meet to discuss this transition and negotiate in good faith toward a replacement agreement.

XVI. 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.

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

ACCEPTED, agreed, and signed as of the date first set forth below

EXECUTED, this 15th day of February, 2019, for Bellingham Technical College:




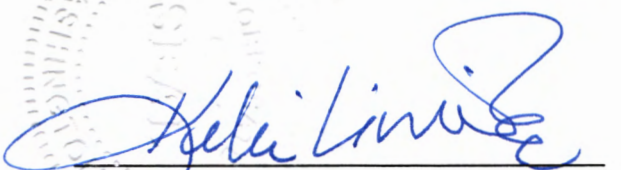
Kimberly Perry, College President

Approved as to Form:

per email 1/15/19

Kerena Higgins, Assistant Attorney General
Assigned to Bellingham Technical College

EXECUTED, this 10th day of April, 2019, for City of Bellingham:

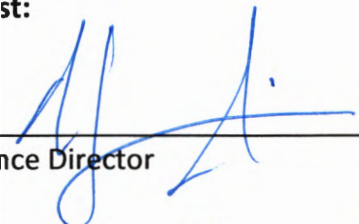
Mayor

Department Approval:



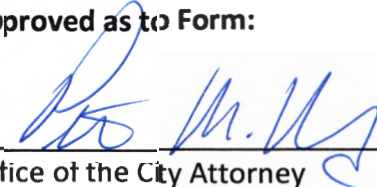
Department Head

Attest:



Finance Director

Approved as to Form:

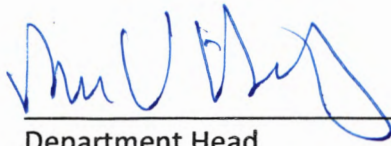


Office of the City Attorney

EXECUTED, this 13th day of February, 2019, for Whatcom County:



Jack Louws, County Executive



Department Head

Approved as to Form:



Office of Prosecuting Attorney, Civil Division

Exhibit 'A' Budget

EQUIPMENT/MATERIALS	
Equipment	\$717.08
Forms, Printing	\$150.76
Office Supplies	\$882.00
Food	\$288.50
Safety Clothing	\$1,716.29
Books, Subscriptions	\$11,347.96
Software	\$30.32
Misc.	\$1,748.68

OTHER COSTS	
Other	\$1,734.30
Postage	\$141.70
Travel	\$13,966.91

PROGRAM	
EMS Cap Training Coordinator	\$150,000.00
Program Instructors	\$17,808.34
Program Development	\$5,328.40
Total	\$173,136.74

CONTRACTED SERVICES	
Tuition - BTC (accreditation)	\$40,000.00
Medical Program Course Director	\$16,000.00
Instructors	\$17,839.75
Misc.	\$104.30
COAEMSP	\$2,950.00
Class Admin Asst.	\$30,825.00
Total	\$107,719.05

Total for Class	\$313,580.29
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**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

MEMORANDUM

TO: Whatcom County Council
FROM: Mike Hilley, EMS Manager *MH*
RE: Interagency Agreement for Paramedic Training
DATE: February 1, 2019

Enclosed are two (3) originals of an interlocal agreement between Whatcom County, Bellingham Technical College (BTC) and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

The EMS Oversight Board provided unanimous support of the recommendation to establish a countywide paramedic program. The program was established between Whatcom County, Bellingham Technical College and the City of Bellingham (Bellingham Fire Department). The first quarter of the new Paramedic Course program began in October. This contract provides for compensation to Bellingham Technical College for the Paramedic Training Program.

▪ **Funding Amount and Source**

The total costs associated with setting up and operating the Paramedic School is approximately \$834,000. The Levy will cover the costs for setting up the school over the next two years as BTC phases in the tuition based model. With the award of the Assistance to Firefighters Grant Program of approximately \$550,000 the costs to the EMS Fund will be drastically reduced. This contract will cover the costs incurred by BTC in the amount of \$56,000 + expenses for the Accreditation and the Course Director as outlined in Exhibit A, budget.

▪ **Differences from Previous Contract**

This is a revised version of the previous agreement approved by Council on 12/4/18. Modifications were requested and made by all three agencies.

Please contact Mike Hilley, EMS Managers at extension 5209 if you have any questions or concerns regarding the terms of this agreement.

Enclosures