

Whatcom County Contract No.

202307016

**Inter-Agency Agreement
Between
Between Whatcom County Emergency Medical Services
And
City of Bellingham**

This agreement, pursuant to RCW 39.34.080, is entered into between **Whatcom County (County) and the City of Bellingham, operating through the Bellingham Fire Department (Department)**. The Parties, in consideration of the terms, conditions, covenants included herein, agree as follows:

The purpose of this agreement regarding paramedic training (hereinafter "Agreement") sets forth the organization, responsibilities, and administration of a program of paramedic training (hereinafter the "Program") conducted as a cooperative effort between the Department and the County.

The term of this Agreement shall be in effect for the 2023 class cycle, January 1st, 2023 through March 31st, 2024.

The maximum consideration for this agreement shall not exceed \$1,169,600 The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Scope of Services

The Parties agree to provide the services presented in Exhibit A.

1. Program Administration:

- A. It is understood that the parties shall remain independent governmental entities in carrying out their responsibilities as set forth herein, that the parties shall remain responsible for the direct supervision of their respective employees, and that nothing in this Agreement will interfere with the employer/employee relationships of the parties.
- B. The Program shall be administered in accordance with the terms of this Agreement as set forth below and as detailed in Exhibit A.

2. Invoice and Payment Procedures:

- A. Whatcom County shall reimburse the Department, using the Whatcom County Emergency Medical Services Fund, for Program expenses, as specified in attached Exhibit B
- B. Department will invoice the County monthly for actual costs of the program, supported by general ledger detail. Payment will be considered timely if made within 30 days of receipt of approved invoice.

3. Minimum Service Requirement

The Department will encourage that each successful paramedic training graduate, sponsored by the Department, will serve a minimum of five years on a County-sponsored ALS unit.

4. Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

The Parties shall comply with all applicable provisions of HIPAA as well as all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

5. Termination

- A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty days prior written notice. The Department shall be paid for work performed and expenses incurred to date of termination.
- B. Termination for Cause. If the Department fails to perform in the manner called for in the Agreement, or if the Department fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five days written notice thereof, the County may terminate this Agreement for cause. Termination shall be affected by serving a notice of termination on the Department setting forth the manner in which the Department is in default. The Department will be paid for services already performed in accordance with the manner of performance set forth in the Agreement, up to the date of termination.

6. Maintenance and Inspection of Records

- A. The Parties shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the Department shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the County, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Parties shall retain all books, records, documents and other material relevant to this Agreement for four years after its expiration. The Department agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period; and that the Department shall have similar access to said materials maintained by the County pursuant to this agreement.

7. Dispute Resolution, Jurisdiction, and Venue

- A. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- B. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the

terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five mediators from a reputable dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.

- C. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any action hereunder shall be in the Superior Court for Whatcom County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

8. Liability and Indemnification:

The Parties agree to the following distribution and allocation of liability and indemnification:

- A. Neither party to this Agreement will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement. Each party shall insure its own employees.
- B. Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, employees, volunteers or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.

9. Miscellaneous Provisions:

- A. *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.
- B. *Waivers.* A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- C. *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the Parties. Those other agreements continue in effect according to the terms of those agreements.
- D. *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.
- E. *Third Parties.* The Parties do not intend to create any rights or benefits in any entity, organization or person that is not a party hereto.
- F. *Compliance with Laws.* The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

- G. *Assignment*. The Parties hereto shall not assign or delegate any or all duty, obligation, right or interest in this Agreement.
- H. *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. The parties shall comply with all federal and state nondiscrimination laws and regulations and policies.
- I. *Force Majeure*. The obligations of the parties under this Agreement shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority or for any reason beyond the control of either party whether or not similar to the foregoing.

10. Notice:

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

To: Bellingham Fire Department
1800 Broadway
Bellingham, WA 98225
Attention: Chief Bill Hewett
Telephone: (360) 778-8400
Email: bchewett@cob.org

To: Whatcom County EMS
800 Chestnut Street, Suite 3C
Bellingham, WA 98225
Attn: Mike Hilley, EMS Manager
Telephone: (360) 927-1155
Email: mhilley@co.whatcom.wa.us

11. Whole Agreement:

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2023.

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 01/13/23

Prosecuting Attorney Date

Accepted for Whatcom County:

By: _____

Satpal Sidhu, Whatcom County

DATED this _____ day of _____, 2023.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

Seth Fleetwood, Mayor

Attest:

Andy Asbjornsen, Finance Director

Departmental Approval:

Bill Hewett, Department Head

Approved as to form:

Matthew Stamps, City Attorney

Approved as to form:

Office of Prosecuting Attorney, Civil Division

Exhibit A

Scope of Services

The Department will operate the 2023 Paramedic Training Program in accordance with Washington State Department of Health and Commission on Accreditation of Allied Health Education Programs (CAAHEP) standards and requirements. Oversight will be provided by the County's Paramedic Training Course Director. Program will be managed by the Paramedic Lead Instructor.

The Department

Department will be responsible to:

- A. Obtain concurrence from the County on selection of the person to be appointed as the Paramedic Lead Instructor. Duties of the Lead Instructor are further detailed below.
- B. Develop and maintain agreements with all physicians, college instructors, and paramedic instructors as needed.
- C. Manage the accreditation process and develop the self-study for accreditation required by the State of Washington Department of Health and the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for ongoing accreditation support. Coordinate the Committee on Accreditation of Educational Programs for the Emergency Medical Services Profession (COAEMP) site visit and pay the related fee.
- D. Select Department sponsored students for admission to the Program. Provide appropriate admission and registration information and maintain copies of Program records.
- E. Facilitate clinical agreements between the Department and those sites participating in clinical oversight of the paramedic students. Coordinate and schedule all classes, field experience and training activities. Provide preceptors and evaluations for all paramedic students.
- F. Develop and maintain Program curriculums in accordance with state and national standards.
- G. Provide classroom, equipment, and storage space as necessary to support the program.
- H. Complete Washington State Department of Health training program and course applications and student completion forms.
- I. Participate as a member of the Paramedic Program Advisory Committee.

The County

The County will be responsible to:

- A. Appoint and supervise a Paramedic Training Course Director. who will provide oversight to ensure the Program is being operated in accordance with Washington State Department of Health and Commission on Accreditation of Allied Health Education Programs standards and requirements.

- B. Ensure contracts with Bellingham Technical College and pre-course anatomy & physiology instructor are in place and current prior to the start date of the class.
- C. Secure budget authority from the Whatcom County Council to fund the 2023 Program costs for paramedic training.
- D. Support the accreditation process as needed.
- E. Provide any records and program information required from the County as needed for ongoing Program accreditation support.
- F. Participate as a member of the Paramedic Program Advisory Committee.
- G. Select and contract with pre-course anatomy and physiology instructor.

Department Paramedic Lead Instructor

The Program Lead Instructor will be a certified Department 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. Lead Instructor will be responsible, under the oversight of the Paramedic Training Course Director, to operate the 2023 Paramedic Training Class and manage the accreditation process. Duties include but are not limited to the following:

- A. Develop and implement the class schedule and ensure that all program objectives are met.
- B. The class schedule shall be submitted to the Medical Services Officer (**MSO**), Medical Program Director/Training Physician, and College supervisor for approval.
- C. Coordinate and supervise all class presentations, instructors and field exercises.
- D. Develop examinations based on the Program curriculum and ensure Medical Program Director and Training Physician approval for all examination content.
- E. Review and obtain approval for textbooks and supplemental educational materials used as part of the Program.
- F. Coordinate the COAEMP site visit and manage the accreditation process.
- G. Other duties as assigned.

County Paramedic Training Course Director

The Paramedic Training Course Director will be a certified Paramedic, who has earned a Bachelor's degree or higher from an accredited institution. Director will provide oversight of the 2023 Paramedic Training Class and accreditation process. Duties include but are not limited to the following:

- A. Assist Lead Instructor with class development and operation as needed.
- B. Serve as Program liaison between the Department and Bellingham Technical College.
- C. Review class schedules, student progress, and other program maintenance schedules as needed.
- D. Maintain required documentation related to the course.

**Exhibit B
Compensation**

Item	Description	Per Student	Total
Preceptor Fees	Assigned Student Paramedic Preceptors (up to 8 Students. BFD/CIFR)	\$ 5,475	\$ 43,800
Evaluation Fee-BFD	Formal Evaluation Reports (Up to 6 students)	\$ 1,100	\$ 6,600
Evaluation Fee-CIFR	Formal Evaluation Reports (Up to 1 Student)	\$ 1,600	
Evaluation Fee-N.Co.	Formal Evaluation Reports (Up to 1 Student)	\$ 1,600	\$ 3,200
Student Equipment	Books, Stethoscopes, calipers, IV supplies, Disposable mannequin supplies, physiology training anatomy dissection parts, Platinum Program, PALS/NRET testing, CAAHEP, Clinical Training Site visit, Safety Clothing for clinical (10 students - BFD, CIFR, MFD, NCRFA)	\$ 7,000	\$ 70,000
Student Wages & Benefits-BFD only	Student class & patient contact hours (6 students)	\$ 123,000	\$ 738,000
Lead Instructor	Training Coordinator		\$ 198,000
Administrative Costs	COAEMP Required Fee & Site Visit, Admin support- class schedules, software set-up/data entry/student training, program supply/equip ordering, assistance with CAEHEP accreditation process.		\$ 35,000
Program Instructors	Physicians, College Instructors, Paramedic Instructors		\$ 60,000
Facilities	Classroom and office space		\$ 15,000
Total Contract			\$ 1,169,600

Invoicing

The Department shall submit itemized invoices for actual costs in a format approved by the County. Invoices shall be supported by general ledger detail for all costs. The Department shall submit invoices to Mike Hilley, EMS Manager on a monthly basis.

Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Department.

Duplication of Billed Costs or Payments for Service: The Department shall not bill the County for costs incurred under this contract, and the County shall not pay the Department, if the Department has been or will be paid by any other source, including grants, for those costs. The Department is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.