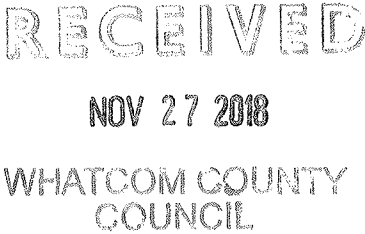


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. _____

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	TWH	11/19/18		12.4.18	FINANCE/Council
Division Head:					
Dept. Head:					
Prosecutor:	CDQ	11/20/18			
Purchasing/Budget:	BB	11/20/18			
Executive:	TM	11.27.18			

TITLE OF DOCUMENT:

Interagency agreement between Whatcom County, Bellingham Technical College and Bellingham Fire Dept. (City of Bellingham) for the purposes of administering the countywide EMT-Paramedic School

ATTACHMENTS:

Contract
Memo

SEPA review required? () Yes (X) NO
SEPA review completed? () Yes (X) NO

Should Clerk schedule a hearing? () Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

Request authority for County Executive to enter into an interagency agreement between Whatcom County, Bellingham Technical College and the City of Bellingham for the purposes of administering the countywide EMT – Paramedic school program.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201811025

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental – EMS Administration
Contract or Grant Administrator:	Mike Hilley, EMS Manager
Contractor's / Agency Name:	Bellingham Technical College & BFD-COB
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>130110</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$56,000 + expenses</u> 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 interagency agreement between Bellingham Technical College, Bellingham Fire Department and Whatcom County is for the provision of administering the EMT-Paramedic Program for the Countywide EMS system.	
Term of Contract:	Remain in effect – reviewed annually Expiration Date:

Contract Routing:	1. Prepared by: <u>TWH</u>	Date: <u>11/19/18</u>
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>11/20/18</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>11/20/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: <u>11-21-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

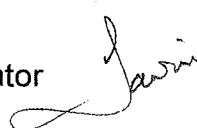
**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

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



Jack Louws
County Executive

MEMORANDUM

TO: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator 
RE: Interagency Agreement for Paramedic Training
DATE: November 21, 2018

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

▪ **Background and Purpose**

With the successful passage of the EMS Levy, efforts have been made to fulfill the recommendations of the Funding Work Group (FWG) adopted by County Council in March, 2016. With unanimous approval of the EMS Oversight Board, a paramedic 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.

▪ **Funding Amount and Source**

Maximum consideration of the contract is \$56,000 annually plus reimbursable expenses. On September 25, 2018 the Whatcom County Council approved a budget supplemental ordinance (#2018-048) for the proposed paramedic training program.

▪ **Differences from Previous Contract**

No previous contract.

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

Enclosures

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 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, which is incorporated herein by reference. The parties agree that the November 15, 2017 Agreement should be terminated and replaced 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 will 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 in this Agreement.
- IV. **Financial Responsibility:** Financial responsibility for the Paramedic training program shall be that of the County who manages the funding for the program. The County will budget all program costs, including but not limited to: instruction, administration, facilities, equipment, supplies, insurance, accreditation and salaries.
- V. **Financial Agreement:** The County will pay the College \$40,000.00 per one complete paramedic cohort program to be payable where one-half is paid when the Paramedic Training program is half-complete and the remaining second half is paid once the program has been completed for services rendered in accordance with this Agreement. All other expenses associated with the program, including the Medical Program Course Director/Training Physician's salary of \$16,000.00 per cohort, plus applicable benefits, shall be paid by the College and billed to the County for reimbursement.

- 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 Course 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. Obtain concurrence from the College and County on selection of the person to be appointed as the Paramedic 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 Paramedic 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 Paramedic Program Director and Lead Instructor.

Responsibilities of the Paramedic 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 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 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 Paramedic 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 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 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 Paramedic 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 Paramedic 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.

XI. EMT-Paramedic Program Admission Procedures: The EMT-Paramedic 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:

College Supervisor: Therese Williams, Associate Dean, Bellingham Technical College, 3028 Lindbergh Ave., Bellingham, WA, 98225, (360) 752-8316, twilliams@btc.edu

Department Coordinator: Kristi Clift, Administrative Services Manager, Bellingham Fire Department, 1800 Broadway, Bellingham, WA, 98225, (360) 778-8413, kclift@cob.org

EMS Administration: Mike Hilley, EMS Manager, Whatcom County EMS, 800 Chestnut, Suite 3C, Bellingham, WA, 98225, (360) 927-1155, mhilley@co.whatcom.wa.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 Agreement will be reviewed by the parties annually and will remain in effect until such time that it is terminated by either party. Termination of this Agreement shall be effective thirty (30) days following written notice of termination provided by either party. If modifications to this Agreement are deemed necessary,

such changes shall be approved by the Department, County, and College, unless such modifications are required based on State, Federal or Local law.

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 _____ day of _____, 2018, for Bellingham Technical College:

Approved as to Form:

Kimberly Perry, College President

Kerena Higgins, Assistant Attorney General
Assigned to Bellingham Technical College

EXECUTED, this _____ day of _____, 2018, for City of Bellingham:

Department Approval:

Mayor

Department Head

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

EXECUTED, this _____ day of _____, 2018, for Whatcom County:

Department Approval:

Jack Louws, County Executive

Department Head

Approved as to Form:

 11/20/18

Office of Prosecuting Attorney, Civil Division