

WHATCOM COUNTY
Health and Community Services



Erika Lautenbach, MPH, Director
Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Ferndale School District – Community Immunizations Clinics Interlocal Agreement
DATE: JUNE 12, 2023

Attached is an interlocal agreement between Whatcom County and Ferndale School District for your review and signature.

- **Background and Purpose**

This Agreement outlines the roles and responsibilities of each party in providing community immunization clinics within the Ferndale School District. District Nurses will be partnered with Whatcom County Health and Community Services (WCHCS) Nurses to administer immunizations, following WCHCS policies and protocols for vaccine handling and administration. The clinics will take place at District owned properties or other community sites identified by and acceptable to both parties.

- **Funding Amount and Source**

There are no costs involved with this agreement.

Please contact Nicole Miller, Public Health Nurse Supervisor at 360-778-6148 (NMiller@co.whatcom.wa.us), if you have any questions.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202306011

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8560 Communicable Disease / 856010 CD&E
Contract or Grant Administrator:	Nicole Miller
Contractor's / Agency Name:	Ferndale School District

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 type="checkbox"/>	No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
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?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A
If yes, RFP and Bid number(s):		

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
---	-----------------------------	---



If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<input 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):	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:
\$ 0	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	<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.

Summary of Scope: This agreement outlines the roles and responsibilities of each party in handling and administering vaccines during community vaccination clinics.

Term of Contract:	5 Years	Expiration Date:	06/30/2028
-------------------	---------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	05/24/2023
	2. Attorney signoff:	RB	Date:	05/24/2023
	3. AS Finance reviewed:		Date:	
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:		Date:	
	6. Executive Contract Review:		Date:	6/14/2023
	7. Council approved (if necessary):		Date:	
	8. Executive signed:		Date:	6/14/2023
	9. Original to Council:		Date:	

**INTERLOCAL AGREEMENT BETWEEN
Ferndale School District
AND
Whatcom County**

1. PURPOSE

This Agreement establishes an interlocal agreement between Ferndale School District (referred to hereafter as District) and Whatcom County (referred to hereafter as the County) for the purpose of providing community immunization clinics.

2. TERM

The effective date of this Agreement is June 1, 2023. It shall remain in effect until 06/30/2028 or until terminated by either party.

3. SCOPE

This Agreement will provide a partnership opportunity for the District and the County to provide community immunization clinics. The District nurses will be partnered with Whatcom County Health & Community Services (WCHCS) registered nurses to administer immunizations under the WCHCS Standing Order for Immunizations. As such the School Nurse Employee will follow WCHCS policies and protocols for vaccine handling and administration. The clinic will take place at either the District property or another community site identified by and acceptable to both parties.

4. DISTRICT RESPONSIBILITIES

In implementing this Agreement, the District will:

- A. Provide immunization and injection education to nursing staff prior to the date of the immunization clinic, including a skills evaluation for safe preparation and administration technique. At a minimum each nurse will be required to complete and or review the following and present certificates, if provided, to the County.
 1. WB4424 Vaccine Administration : 1 hour
 2. WB4095 Understanding the Basics: General Best Practice Guidelines on Immunization 1.5 hours.
 3. Vaccine Information Statements - VISs - CDC information sheets for patients (immunize.org)
 4. Guide for Needle Length and Gauge:
 - a. <https://www.cdc.gov/vaccines/hcp/admin/downloads/vaccine-administration-needle-length.pdf>
 5. ACIP Vaccine Recommendations
 - a. <https://www.cdc.gov/vaccines/hcp/acip-recs/general-recs/administration.pdf>
 6. Review WCHCS standing orders as they will be used during school-based and/or community-based vaccine clinics.
- B. Provide nursing staff to aid in vaccine schedule interpretation, vaccine administration and vaccine education during this clinic.
- C. Provide signage, community outreach and an appropriate location/room for the clinic and WIFI if hosted by the District.
- D. Document administered vaccines in the school districts internal system as necessary.
- E. Direct questions related to licenses and scope to immunenurses@doh.wa.gov.

5. COUNTY RESPONSIBILITIES

In implementing this Agreement, WCH&CS will:

- A. Supply vaccine and vaccination supplies.

- B. Supply suitable refrigerated storage using a unit that maintains an inside unit temperature range of 36° - 46° Fahrenheit.
- C. Supply suitable freezer storage using a unit that maintains an inside unit temperature range of -15° - +5° Fahrenheit.
- D. Access the Washington State Immunization Information System.
- E. Screen each individual requesting vaccination to ensure eligibility.
- F. Ensure standing orders are up to date
 - 1. I:\Policies_Procedures_Tasks\Standing Orders & Directives\Standing Orders\REF HL578001B Standing Order for Treatment of Anaphylactic Reaction.pdf
 - 2. I:\Policies_Procedures_Tasks\Standing Orders & Directives\Standing Orders\REF HL578001C Standing Order Routine Immunizations.pdf

6. PRINCIPAL CONTACTS

The principal contacts for this agreement shall be:

Kellie Larrabee
Executive Director of Teaching and Learning
Ferndale School District
6041 Vista Drive
Ferndale, WA 98248
(360) 383-9221
Kellie.larrabee@ferndalesd.org

Nicole Miller, MSN, RN
Communicable Disease and Epidemiology
Whatcom County Health & Community Services
509 Girard Street
Bellingham, WA 98225
(360) 778-6148
NMiller@co.whatcom.wa.us

7. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the District and the County, or between the District and the County's employees, agents, or independent contractors. The County and its employees, agents, or independent contractors do not have authority to act as agent for or on behalf of the District to represent the District, or to bind the District in any manner. The County's personnel will be employees, agents, or independent contractors of the County. The County will be solely responsible for the activities of its employees, agents, independent contractors, and volunteers, and their employees or agents acting in the course of their employment. The District will have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to employer-employee relations between the County and any of its personnel.

8. CONSTRUCTION

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. Any other provisions of the Agreement, including materials incorporated by reference.

9. MODIFICATIONS

This Agreement may be amended at any time by mutual agreement of the parties. Such amendments shall not be binding upon either party unless they are in writing and signed by personnel authorized to bind each of the parties.

10. INDEMNIFICATION

The County shall defend, indemnify, and hold harmless, the District in full for any and all claims against the District or its employees, officials or contractors which arise from the acts or omissions of the County and its employees, officials and contractors in the provision of services under this Agreement. The District shall defend, indemnify, and hold harmless the

County in full for any and all claims against the County or its employees, officials or contractors which arise from the acts or omissions of the District and its employees, officials and contractors in the provision of services under this Agreement.

11. DISPUTE RESOLUTION

Differences between the County and the District, arising under and by virtue of this agreement, shall be brought to the attention of the principal contact (listed above) of each Agency at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

12. CHOICE OF LAW AND VENUE

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding will be brought in a court of competent jurisdiction in Skagit County, Washington. The laws of the State of Washington will apply to this Agreement.

13. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

14. NO THIRD PARTY BENEFICIARIES

This Agreement is made and entered into for the sole benefit of the District and the County. No third party shall be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.

15. MARKS

The parties will not use any trade name, trademark, service mark or logo of either party (or any name, mark or logo confusingly similar to either parties' marks) in any advertising, promotions, or otherwise without the other parties express prior written consent.

16. WAIVER

The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or Agreement's which will remain in full force and effect.

17. COUNTERPARTS

The Agreement may be signed in counterparts, each of which will be deemed an original, and all of which, taken together, will be deemed one and the same document.

18. ASSIGNMENT

Neither party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

19. CRIMINAL RECORDS CHECK

In accordance with RCW 28A.400.303, in the event that the County or its employees, agents, or contractors will have regularly scheduled unsupervised access to children, the employee, agent, or contractor will be required to undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW

10.97.050, and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check will occur before the individual is allowed access to District property and/or facilities where unsupervised access to children could occur. If the individual has undergone a record check meeting the requirements of RCW 28A.400.303 and this subsection within the previous two (2) years, the background check requirement may be waived. The District will not be responsible for any costs associated with the record check.

20. CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of the provider are prohibited from working at a District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

21. TERMINATION

Either party can terminate this Agreement, providing written notice is sent to the other party no less than 14 calendar days from the desired termination date.

22. ENTIRE AGREEMENT

This agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto.

Whatcom County

DocuSigned by:
Satpal Singh Sidhu 6/14/2023
1192C7C18B664E3...

Satpal Sidhu, County Executive Date

Ferndale School District
Kellie Larrabee 6/14/23

Kellie Larrabee Date
Executive Director of Teaching and Learning

Department Approval

DocuSigned by:
Erika Lautenbach 6/12/2023
955C651A30374BD...

Erika Lautenbach Date
Director – Health and Community Services

Approval as to Form

Approved by email RB/JT 05/24/2023

Royce Buckingham Date
Senior Civil Deputy Prosecutor