

INTERLOCAL AGREEMENT BETWEEN
Bellingham School District No 501
AND
Whatcom County

1. PURPOSE

This Agreement establishes an interlocal agreement between Bellingham School District No. 501 (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 April 10, 2024. It shall remain in effect until 06/30/2027 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. SUPERSEDES

This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect.

5. 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.

6. COUNTY RESPONSIBILITIES

In implementing this Agreement, WCHCS 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

7. PRINCIPAL CONTACTS

The principal contacts for this agreement shall be:

Harprit Singh
 Director of Health Services
 Bellingham Public Schools No. 501
 1985 Barkley Boulevard
 Bellingham, WA 98226
 (360) 676-6470
Harprit.singh@bellingshamschools.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

8. 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.

9. 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.

10. MODIFICATIONS

This Agreement may be changed, modified, amended, or waived only by written agreement executed by the District and the County Executive (or designee). Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

11. 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.

12. 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.

13. 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.

14. ATTORNEY'S FEES

Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as costs of the actions, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgement entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys' fees and costs incurred in connection with post judgement collection and enforcement efforts.

15. 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.

16. 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.

17. 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.

18. 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.

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.

20. 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.

21. 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.

22. 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.

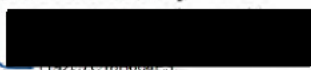
23. TERMINATION

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.

24. 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

 4/25/2024
Satpal Sidhu, County Executive Date

Bellingham School District No. 501

 4/17/2024
Dr. Greg Baker, Superintendent Date

Department Approval

 4/24/2024
Erika Lautenbach, Director Date

Approval as to Form

Approved by email RB/JT 03/19/2024
Royce Buckingham, Senior Civil Deputy Prosecutor Date