

# INTERLOCAL AGREEMENT

Contract No.

202009025

**Between**  
**Whatcom County**  
**(via Whatcom Unified Command/Whatcom County Health Department)**  
**and**  
**Whatcom County Fire Protection District 7**

Whatcom County Fire Protection District 7 (FD7), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (County), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

**I. Purpose**

This agreement (hereinafter "Agreement") is intended to provide licensed FD7 medical personnel (EMTs) to help implement Community-Wide Low Barrier COVID-19 Testing (Testing).

**II. Administration**

1. The EMTs shall remain FD7 employees.
2. The Agreement shall have a limited duration.
3. It is understood that FD7 and the County shall be responsible their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of FD7 or the County herein named.
4. On-site direction of FD7 EMTs by Whatcom County employees shall not be construed as an employer/employee or employment supervisory relationship.
5. Records. In compliance with applicable law and State Records guidelines, both parties will maintain documentation and records relevant to the program contemplated in this Agreement for a period of six years following the end of the Agreement. All records are subject to the Public Disclosure act, and any records requested through either FD7 or Whatcom County shall be mutually provided at no cost to the other party.

**III. Authorization**

Nasal swabbing for COVID-19 sample collection falls outside the "typical" authorized scope of practice of EMS personnel. However, EMS personnel are authorized to perform this sample collection under a WA Dept. of Health Policy, a copy of which is attached.

Per that policy, the EMS personnel will initially be:

- Under the operational direction of the Whatcom Unified Command Incident Commander, Scott McCreery.
- Under the medical direction of the Whatcom County Medical Program Director, Dr. Marvin Wayne.
- Collecting specimens to be sent to Northwest Laboratory under the standing order of the Whatcom County Health Officer, Dr. Greg Stern.
- Under the site direction of a Whatcom County Health Department nurse, serving in their role as the Whatcom Unified Command's COVID Testing Group Supervisor.

**IV. Staffing and Payment**

1. FD7 shall provide three (3) experienced EMTs, screened for the absence of COVID-19 symptoms per COVID-19 Screening Questions (**attached**), to implement COVID-19 tests for a 17 week period as part of Whatcom County's Community-Wide Low Barrier COVID-19 Testing. Selection of EMTs shall be the responsibility of, and at the discretion of FD7.

The EMT positions contemplated in this Agreement shall report to the FD7 Fire Chief and shall work on-site with personnel from the Whatcom County Testing program.

2. The EMTs shall fill full or partial shifts the equivalent of three persons working eight (8) hours per day, five (5) days per week for up to seventeen (17) weeks. Work shall be performed in accordance with the Collective Bargaining Agreement (CBA) between FD7 and the Whatcom Seven Firefighters Guild.
3. Testing and procedures on-site shall be overseen and determined by Whatcom County. EMT best practices shall be as per FD7 training generally and, more specifically, as per Whatcom County Testing training. EMT work will be integrative with the Whatcom County Testing Program. The Whatcom County Health Department will provide training for the Testing.
4. The County shall reimburse FD7 the actual cost of wages and benefits of EMTs working at Testing sites. FD7 shall submit itemized invoices on a monthly basis showing daily hours worked. Invoices must be submitted by the 10th of the month following the month of service. FD7 shall submit invoices identified with the Whatcom County Contract number to:

Scott McCreery  
Incident Commander  
Whatcom Unified Command  
3888 Sound Way  
Bellingham, Washington 98226

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

Invoices must include the following statement, with an authorized signature and date:

*I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.*

#### **V. Funding**

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. FD7 will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

In addition, funding for all or part of this contract will be provided by federal CARES Act passed through the Washington State Department of Commerce (Commerce). Commerce and the State of Washington are not liable for claims or damages arising from this contract.

#### **VI. Mutual Defense and Indemnification**

To the fullest extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party and its departments, elected and appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's

fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the party, its employees, agents; or 2) which directly or indirectly arise out of, result from, or occur in connection with performance of this Contract.

**VII. Transportation and Equipment**

1. FD7 EMTs shall provide their own transportation to the Testing site and shall carry automobile insurance. Any travel necessary during the work day shall be in a fully insured vehicle.
2. The County will provide medical and safety equipment required for EMT work while Testing. The County will purchase and retain ownership of all durable medical equipment provided.

**VIII. Staffing Changes**

FD7 shall give the County at least forty-eight (48) hours' notice of anticipated personnel changes in regard to the assigned EMT positions, with the exceptions of injury, disability, discipline, termination, promotion or other circumstances outside the control or prior knowledge of FD7.

FD7 will make every effort to fill all shifts outlined in the contract. However FD7 will not mandate employees to work COVID-19 testing. If FD7 is unable to fill a shift due to sickness, emergency, or unavailability, FD7 will give at least forty-eight (48) hours' notice to appropriate program supervisors.

**IX. Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

FD7 certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

FD7 also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between FD7 and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion."

**X. Mutual Termination for Public Convenience:**

Either party may terminate the Agreement in whole or in part whenever the party determines, in its sole discretion, that such termination is in the interests of the party. Whenever the Agreement is terminated in accordance with this paragraph, FD7 shall be entitled to payment for actual work performed. Termination of this Agreement by a party at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

The party shall make all efforts to give two (2) weeks' notice prior to termination, if possible.

**XI. Term of agreement**

This agreement shall terminate on January 1, 2021. Accordingly, the parties shall meet on or before December 1, 2020 to discuss and negotiate any potential extension.

**XII. 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. This document may be amended by mutual agreement in writing.

**XIII. Authority**

The parties represented and covenant that they are recognized to sign as authorized agents of their respective agency.

**XIV. Attachments**

- Department of Health Policy
- COVID-19 Nasopharyngeal Swabbing Protocol
- COVID-19 Screening Questions

Approved as to form:

/s/ Royce Buckingham - via electronic signature  
County Civil Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Finance Director

Departmental Approval:

\_\_\_\_\_  
Department Head, DEM

\_\_\_\_\_  
Department Head, Health Department

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020, for WHATCOM COUNTY.

\_\_\_\_\_  
Satpal Sidhu, County Executive

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 for Fire Protection District 7.

\_\_\_\_\_  
Larry Hoffman, FD7 Fire Chief

# Department of Health Policy

## Attachment I

Title: EMS Providers and Nasopharyngeal Swabbing

References:

Contact: Nate Weed, Director  
Catie Holstein, EMS Section Manager

Effective Date: 03/13/2020

Supersedes:

Approved: Chief of Staff, Department of Health

### Policy Statement:

This policy provides requirements and limitations for using certified EMS personnel to perform nasopharyngeal swabbing.

### Definitions:

Authorized official: means the adjutant general of the Washington military department or designee, director of the state emergency management division or designee, the director or designee of a local emergency management agency, the chief law enforcement officer or designee of a political subdivision, or other such officials as identified in the search and rescue annex or emergency support function of a local comprehensive emergency management plan.

Mission: a distinct assignment of personnel and equipment to achieve a set of tasks related to an incident, emergency, disaster, or search and rescue operation that occurs under the direction and control of an authorized official [\(WAC 118-04-060\)\(10\)](#).

### Framework:

State law limits emergency medical services (EMS) personnel to providing care in the prehospital emergent setting.

EMS personnel provide emergency medical care under the direction of county EMS medical program directors (MPD). The roles of the county MPDs are established in law. Each county has a physician appointed, certified, and contracted by the Washington State Department of Health. MPD's provide training and medical direction through written and verbal patient treatment protocols. MPD's may delegate authority to other physicians to help with training and supervision.

Current initial training for EMS personnel does not include nasopharyngeal swabbing, however Medical Program Directors may develop specialized training for skills and procedures with Department of Health approval under the provisions in WAC 246-976-024.

EMS personnel may only perform nasopharyngeal swabbing under the following conditions:

1. There is a state or local declaration of an emergency under the provisions of [RCW 38.52](#). A local declaration must be made by the local authorized official. Since nasopharyngeal swabbing is considered primary care and generally not an emergency condition, the law does not allow EMS to perform nasopharyngeal swabbing unless deemed an emergency.
  - a. An emergency incident mission number has been issued by the [Washington State Department of Military, Emergency Management Division](#). ([WAC 118-04-240](#))
  - b. The EMS personnel have received MPD approved specialized training to perform the skill.
  - c. The EMS personnel are acting under the medical direction of the county MPD or an MPD delegate physician such as the local health officer and a department approved MPD protocol is in place.
  - d. The EMS personnel are acting under the operational direction of the appointed incident commander or director of the local or state emergency management organization.

## ATTACHMENT 2

Whatcom County Emergency Services  
800 E. Chestnut St.  
Bellingham, WA 98225



Office of the Medical Program Director  
Marvin Wayne, MD  
July 8, 2020

### ***COVID19 Nasopharyngeal swabbing Protocol for Emergency Medical Technicians and Paramedic in Whatcom County.***

**Policy Statement:** To support the Whatcom County Unified Command and the Whatcom County Health Department COVID19 surveillance and testing program the Whatcom Medical Program Director (MPD) is authorizing EMT's and Paramedics, with limitations to provide nasopharyngeal swabbing at authorized Whatcom County COVID19 test sites.

The WCEMS MPD has developed specialized training as approved by the Department of Health under the provisions in WAC 246-976-024.

### ***EMS personnel may only perform nasopharyngeal swabbing under the following conditions:***

1. There is a state or local declaration of an emergency under the provisions of RCW 38.52. A local declaration must be made by the local authorized official. Since nasopharyngeal swabbing is considered primary care and generally not an emergency condition, the law does not allow EMS to perform nasopharyngeal swabbing unless deemed an emergency.
  - a. An emergency incident mission number has been issued by the Washington State Department of Military, Emergency Management Division. (WAC 118-04-240)
  - b. The EMS personnel have received MPD approved specialized training to perform the skill.
  - c. The EMS personnel are acting under the medical direction of the county MPD or an MPD delegate physician such as the local health officer and a department approved MPD protocol is in place.
  - d. The EMS personnel are acting under the operational direction of the appointed incident commander or director of the local or state emergency management organization.

**Training and Verification:** EMT's and Paramedics can receive training for the swabbing and handling techniques at the Whatcom County COVID19 test sites. EMT's and Paramedics shall Interlocal Agreement re: COVID-19 Testing - Whatcom County and FD7 - 7

submit an email to the MPD stating they have received training from either the licensed COVID19 Test Site RN or from the Medical Reserve Corp training program. Please include the trainer's name, date of training and type of training received.

**Procedures:** The EMT's and Paramedics are authorized to acquire a nasopharyngeal COVID19 sample on persons who request testing at authorized Whatcom County COVID19 test sites.

Test site procedures, safety precautions and sampling techniques can vary. The test site licensed RN will provide onsite procedures and protocols for sampling. Attached below is the generalized procedure for obtaining specimens.

Please complete the paperwork to label and register the sample with 2 matching identifiers (Name and DOB)

The provider should acquire the sample while in full PPE. PPE will be provided at the test site.

The provider will use the test kit and follow the illustrated directions to swab and store the sample as shown below. Use one swab for both nostrils. Once acquired, place the sample and the order form into the protected plastic bag and refrigerate or put on ice. Follow local procedures for storage and handling of samples.

Specimens should be stored in the refrigerator. The Health Department will handle the processing; shipment and patient follow up with collected samples....



1. Fill out Specimen Submission Form (2 patient identifiers: name and DOB).



2. Label collection tubes (2 patient identifiers: name and DOB, plus date collected and specimen type "NP").



3. Don PPE. Perform NP swab (use 1 swab in both nostrils).



4. Place swab inside tube and break shaft to fit, ensure cap is screwed on tight.



5. Double check labels match.



6. Place specimen on ice for transport.



7. ...or in fridge for up to 72 hrs.

Marvin Wayne, MD

Whatcom County Medical Program Director

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## ATTACHMENT 3

### COVID-19 Screening Questions for Mobile Testing Site Participants

#### Questions:

As of today, do you have any of the following:

- A new fever (100.4 degrees or higher), or a sense of having a fever?
- Chills?
- Repeated shaking with chills?
- A new cough that you cannot attribute to any other health condition?
- New shortness of breath that you cannot attribute to another health condition?
- A new sore throat that you cannot attribute to another condition?
- New muscle aches (myalgias) that you cannot attribute to another health condition or that may have been caused by a specific activity (such as physical exercise)?
- A new headache that you cannot attribute to any other condition?
- A new onset loss of sense of taste/smell?
- New onset of Fatigue
- New onset of Diarrhea
- New onset of Nausea or Vomiting.

If any participant has had one or more symptoms, they will stay home from work and call their supervisor.