

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

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:	Bellingham School District

Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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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 checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:
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Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):
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Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	N/A
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Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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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): \$ 0	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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.
This Amendment Amount: \$	
Total Amended Amount: \$	

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:	3 Years, 3 Months	Expiration Date:	06/30/2027
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Contract Routing:	1. Prepared by:	JT	Date:	03/18/2024
	2. Attorney signoff:	RB	Date:	03/19/2024
	3. AS Finance reviewed:	N/A	Date:	
	4. IT reviewed (if IT related):	N/A	Date:	
	5. Contractor signed:		Date:	
	6. Executive Contract Review:		Date:	
	7. Council approved (if necessary):		Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

**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](mailto: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](mailto: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](mailto: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.

