

## WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	85 - Health
Division:	8560 - Communicable Diseases
Program:	856070 - Tuberculosis TB
Contract or Grant Administrator:	Lela Riherd
Contractor's / Agency Name:	Washington State Department of Health

<b>Type of contract:</b>	Interlocal Agreement (RCW 39.34)	
Is this a <b>new contract</b> ? Yes	If not, <b>is this an amendment</b> or renewal to an existing contract? Yes/No	If amendment or renewal (per W.C.C. 3.08.11(a)), <b>original contract #:</b>
Is this a <b>grant</b> agreement? No	If yes, grantor agency contract numbers:	ALN:  <i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract <b>grant-funded</b> ? No	If yes, Whatcom County grant contract number(s):	
Is this contract the result of an <b>RFP or Bid</b> Process? No	If yes, RFP and Bid number(s):	Federal reimbursement?  No
<b>Procurement Method:</b>	N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contra	
<b>Council review requirements &amp; exemptions:</b>	Required - Interlocal agreement (Cooperative Purpose, Referencing RCW 39.34)	

Fund:	n/a	<b>Original Contract Amount (if amendment):</b>	
Cost Center:	n/a	<b>This Amendment Amount (if applicable):</b>	
Object Account:	n/a	<b>Total Contract Amount:</b>	0

**Contract term ends:** 12/31/2029

**Contract routing (please initial & date):**

Prepared by:	CRG 05/18/2026	Contractor signed:	
Contractor review:	n/a	Executive review:	
Attorney signoff:	JCW 05/20/2026	Council approval, if necessary:	AB#: AB2026-421
AS Finance review:	n/a		
IT review (if related):	n/a	Executive signed	

**WHATCOM COUNTY:**

**Approved as to form:**

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Janelle C. Wilson, Civil Deputy Prosecutor                      Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive                      Date

**Agency:**

**Washington State Department of Health**  
Disease Control and Health Statistics, TB Program  
Justina Novak  
PO Box 47837  
Olympia, WA 98504-7837  
360-236-3725, or 360-810-0211  
[justina.novak@doh.wa.gov](mailto:justina.novak@doh.wa.gov)



**CONTRACT NUMBER:**  
**CLH32650-0**

**SUBRECIPIENT \***  
 YES  NO

**INTERLOCAL AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**And**  
**Whatcom County Health & Community Services**

**THIS AGREEMENT** is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Whatcom County Health & Community Services, hereinafter referred to as LHJ pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE:** The purpose is to cover TB medications used to treat active TB disease in patients who are under- or uninsured or who lack prescription coverage and are not covered by Medicaid or Apple Health.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2026**, and be completed on **December 31, 2029**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If federal funds are included in this contract as indicated below, this contract requires compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at [SAM.GOV](http://SAM.GOV).

Information about your organization and this contract will be made available on [www.USASpending.gov](http://www.USASpending.gov) by DOH as required by P.L. 109-282.

**PAYMENT:** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$0.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

**INVOICES AND PAYMENT:** LHJ will submit invoices to the DOH Contract Manager for all amounts to be paid within 30 days of the month of service, or the submission date of deliverables with an associated cost, as specified in the Statement of Work (SOW). Refer to the SOW, Exhibit A, for invoice due dates on any budget/funding period(s) that end during the contract period of performance. DOH must receive correct and complete FINAL invoices no later than 45 days after the contract expiration date. Invoices must reference the contract number and provide detailed information as required. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The LHJ will not invoice for services if they are entitled to payment, have been, or will be paid, by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at [security@doh.wa.gov](mailto:security@doh.wa.gov). The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Justina Novak  
Disease Control and Health  
Office: Statistics  
Agency: Department of Health  
Address: PO Box 47837  
City, State, Zip: Olympia, WA 98504-7837  
Phone: 360-236-3725

The Contract Manager for the LHJ is:

Name: Champ Thomaskutty  
Email: cthomaskutty@co.whatcom.wa.us  
Agency: Whatcom County Health & Community Services  
Address: 509 Girard Street  
City, State, Zip: Bellingham, WA 98225-4005  
Phone: 360-778-6000

**DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE:** 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. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  - 1. Primary document (document that includes the signature page)
  - 2. Statement of Work (Exhibit A)

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**NONDISCRIMINATION:**

- A. Nondiscrimination Requirement. During the term of this Contract, LHJ, including any subcontractor, shall not discriminate on the bases enumerated at RCW49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which LHJ, or subcontractor, has a collective bargaining or other agreement.
- A. Obligation to Cooperate. LHJ, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that LHJ, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW49.60.530(3).
- B. Default. Notwithstanding any provision to the contrary, DOH may suspend LHJ, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW49.60.530(3). Any such suspension will remain in place until DOH receives notification that LHJ, including any subcontractor, is cooperating with the investigating state agency. In the event LHJ, or subcontractor, is determined to have engaged in discrimination identified at RCW49.60.530(3), DOH may terminate this Contract in whole or in part, and LHJ, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The LHJ or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- C. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, LHJ, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to LHJ or subcontractor, or that thereafter become due, an amount for damages LHJ or subcontractor will owe DOH for default under this provision thereafter become due, an amount for damages LHJ or subcontractor will owe DOH for default under this provision.

**PRIVACY:** Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. LHJ agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the LHJ through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. LHJ shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The LHJ agrees to indemnify and hold harmless DOH for any damages related to the LHJ's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, LHJ receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of Washington Technology Solutions (WaTech) policy SEC-01 through SEC-13, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the LHJ's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with WaTech security standard SEC-01 through SEC-13 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form.

This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

- Documented access authorization and change control procedures;
- Card key systems that restrict, monitor and log access;
- Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
- Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
- Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in WaTech security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**SUBCONTRACTING:** Neither the LHJ, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the LHJ to DOH for any breach in the performance of the LHJ's duties. This clause does not include contracts of employment between the LHJ and personnel assigned to work under this Agreement.

Additionally, the LHJ is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the LHJ shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the LHJ of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to LHJ to suspend performance as an alternative to termination. DOH may elect to give written notice to LHJ to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. LHJ shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give LHJ written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, LHJ will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If LHJ gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date LHJ gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

**TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible

party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

LHJ SIGNATURE	DATE
PRINT OR TYPE NAME  Champ Thomaskutty	TITLE  Director Health and Community Services
DOH CONTRACTING OFFICER SIGNATURE	DATE

**This contract has been approved as to form by the attorney general.**

**STATEMENT OF WORK**  
**Washington State TB Program**  
**Whatcom County Health & Community Services**  
**DOH Contract Number CLH32650-0**

**PERIOD OF AGREEMENT:** This agreement will commence on **January 1, 2026**, and will be effective until **December 31, 2029**, or until the Parties give each other written notice to terminate the agreement.

This medication program is ongoing. This agreement is to be updated on a 5-year cycle but updated/amended as needed based on DOH and/or Health Resources and Services Administration Office of Pharmacy Affairs (HRSA) 340B changing requirements.

**PURPOSE AND SCOPE:** The intent of this agreement is to:

- define responsibilities of Parties participating in the HRSA 340B Pricing Program under the DOH TB Program entity.
- ensure appropriate use of state taxpayer funds used to acquire tuberculosis (TB) medications.
- maintain compliance with HRSA requirements for the 340B Pricing Program entities and those participating under DOH TB Program entity as part of grantee combined purchasing and distribution model for TB medications.
- support compliance with HRSA 340B requirements of covered entities.

The scope of this MOU covers TB medications used to treat active TB disease in patients who are under- or uninsured or who lack prescription coverage and are not covered by Medicaid or Apple Health. HRSA entities, including LHJs, are expected to be the payer of last resort.”

- Case-by-case exceptions may be made for Latent TB Infection (LTBI) patients who are likely to progress to TB disease or as announced by DOH.

Being the payer of last resort, public health agencies (local, state, or federal) should use their funding only after all reasonable payment sources have been exhausted.

**DOH TB PROGRAM RESPONSIBILITIES:**

- Provide without charge TB medications as listed on their current formulary to Local Health Jurisdictions (LHJs). The formulary is posted on [SharePoint](#).
  - DOH will cover the cost of the medication, shipping, and pharmacy.
- Annually provide information (example: CDC Notice of Award Number) needed for the LHJ to recertify with HRSA as a federal grantee entity in the 340B program.

**LOCAL HEALTH RESPONSIBILITIES:** Local Health Jurisdictions will:

- Maintain auditable records for the duration identified by required applicable records retention schedules\*. These records to include but not limited to are:
  - a separate medication inventory tracking system with records tied to patients receiving the medication.

**STATEMENT OF WORK**  
**Washington State TB Program**  
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**DOH Contract Number CLH32650-0**

- a medication log, tracking medication from order to patient receipt, disposal or return.  
(\* for example: LHJ records retention schedule: [public-health-records-retention-schedule.PDF](#)  
See section 6)
- Store medications purchased using the 340B discount separately from non-340B Program purchased TB medications.
- Conduct regular annual internal audits of inventory and patient records to maintain HRSA standards and compliance regarding diversion and patient eligibility.
- Participate in audits by DOH or HRSA of TB-related 340B practices and provide access to records demonstrating compliance with HRSA 340B regulations.
- Notify DOH TB Program of any medication loss or expiration including any breach of 340B regulations according to DOH guidance.
- Notify DOH TB Program of changes regarding the LHJ's prescribing provider within 10 business days.
  - The prescribing provider must be either employed by or under contract with the LHJ, with documentation required to be readily accessible.
- During HRSA annual 340B registration, LHJ will complete annual recertification as a TB Grantee Entity in the HRSA online 340B entity database.
- Ensure HRSA entity roles of Authorizing Official and Primary Contact are current and accurate in the [HRSA/OPA 340B online entity database](#) and that these individuals meet the HRSA requirements to fulfill these positions.
- Ensure timely updates to any other information in the 340B database, such as LHJ physical address or LHJ's name.
- Ensure that no 340B TB medications are given to patients Disburse 34 with Medicaid or Apple Health.
  - LHJs may use alternate TB medications provided by DOH such as those purchased using the MMCAP discount program or former CDC National Stockpile TB medications.
- Ensure that Medicaid is not billed for any 340B TB medications.

**DOH TB Program Contact:** Justina Novak, [justina.novak@doh.wa.gov](mailto:justina.novak@doh.wa.gov) or 360-810-0211.