

WHATCOM COUNTY				Whatcom County Contract Number: 202406012		
CONTRACT INFORMATION SHEET						
Originating Department:			85 Health and Community Services			
Division/Program: (i.e. Dept. Division and Program)			8510 Administration / 851000 Administration			
Contract or Grant Administrator:			Amy Harley			
Contractor's / Agency Name:			Washington State Department of Health			
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:				
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):		ALN#:		
Is this contract grant funded?						
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):				
Is this contract the result of a RFP or Bid process?				Contract Cost Center:		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	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	1. Exercising an option contained in a contract previously approved by the council.				
This Amendment Amount:		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.				
Total Amended Amount:		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.				
Summary of Scope: This agreement outlines the roles and responsibilities pursuant to RCW 70.05.080, for a Regional Medical Officer to provide Health Officer coverage to Whatcom County in situations where the County's Health Officer is unavailable.						
Term of Contract:		1 Year		Expiration Date:	06/04/2025	
Contract Routing:	1. Prepared by:	JT			Date:	05/13/2024
	2. Attorney signoff:	Christopher Quinn			Date:	5/21/2024
	3. IT reviewed (if IT related):				Date:	
	4. Contractor signed:	DS ✓			Date:	6/12/24
	5. Executive Contract Review:	BSR			Date:	6/12/2024
	6. Council approved (if necessary):	AB2024-353			Date:	06/04/2024
	7. Executive signed:				Date:	6/17/2024
	8. Original to Council:	✓			Date:	7/2/24

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: Washington State Department of Health – Health Officer Coverage Interlocal Agreement
DATE: JUNE 5, 2024

Attached is an interlocal agreement between Whatcom County and Washington State Department of Health for your review and signature.

▪ **Background and Purpose**

This agreement outlines the roles and responsibilities pursuant to RCW 70.05.080, for a Regional Medical Officer to provide Health Officer coverage to Whatcom County in situations where the County's Health Officer is unavailable.

There are no costs involved with this agreement. Council authorization is required per RCW 39.34.080 for agreements between public agencies.

Please contact Amy Harley, Health Officer at 360-684-4899 (AHarley@co.whatcom.wa.us) if you have any questions.

Encl.



INTERLOCAL AGREEMENT FOR ACTING HEALTH OFFICER COVERAGE BETWEEN
WASHINGTON STATE DEPARTMENT OF HEALTH
AND WHATCOM COUNTY

Agreement made by and between Washington State Department of Health ("Department") and WHATCOM COUNTY ("LHJ") pursuant to RCW 39.34.080.

WHEREAS, there may be periods when the position of Local Health Officer ("LHO") for the LHJ is vacant or the incumbent LHO may be absent or incapacitated and unable to fulfill the responsibilities of the LHO, and it is imperative that the responsibilities of the LHO that require timely public health action be fulfilled for the LHJ during these periods; and

WHEREAS, in its sole discretion and per its guidelines and process, the Department may agree to the appointment of a Department Regional Medical Officer ("RMO") or other qualified Department employee (referred to collectively as "Designee") to serve as acting health officer for the LHJ to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Pursuant to RCW 70.05.080, Herbie Duber, Medical Officer, will serve as acting health officer for the LHJ as requested by an authorized official for the LHJ, provided that:
 - i. This Agreement has been fully executed by the Department and the LHJ and is in full force and effect;
 - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for the LHJ;
 - iii. The LHJ has complied with the Department's guidelines and process for requesting LHO coverage;
 - iv. The Department has approved the request for LHO coverage in writing; and
 - v. The Designee has consented to serving as acting health officer as requested.
- b. This Agreement covers any and all LHJ requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Department must separately approve each request in writing, including the duration of coverage, and the Designee must separately consent to each request. The local board of health or official responsible for appointing the LHO must ensure that an appointment of the Designee to serve as acting health officer is in effect with respect to each request for coverage. One appointment may apply to multiple requests.
- c. The Department retains full authority and discretion to approve or deny any request for acting health officer coverage.
- d. The Designee shall have the same duties, powers, and authority as a regularly appointed LHO while serving as acting health officer and will exercise such duties, powers, and authority in accordance with applicable law and under the direction of the local board of health or, if any, the LHJ's administrative officer.
- e. Notwithstanding anything to the contrary herein, the Designee shall have the discretion to decline to take any action that the Designee is requested or directed to take, including, but not limited to, actions that, in the Designee's judgment, can be delayed until the appointment of a permanent LHO in the case of a vacancy or return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.
- f. The Designee's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the Designee's appointment by the local board of

health or official responsible for appointing the LHO expires or is terminated, a permanent LHO is appointed in the case of a vacancy, the incumbent LHO is no longer absent or incapacitated and is able to fulfill their responsibilities, when the Designee revokes their consent, the Department rescinds its approval, or when the Department's specified duration of coverage expires.

2. **Indemnification/Hold Harmless/Insurance.** The LHJ shall defend, indemnify, and hold harmless the Designee and the Department and its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the willful and wanton negligence of the Designee or the Department or its officers, officials, employees, or volunteers. The LHJ must provide liability insurance coverage for the Designee that is equivalent to the coverage provided for the LHO.
3. **Term.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect for one calendar year, unless terminated earlier per the terms of this Agreement. The parties may extend the term of this Agreement by written mutual agreement between the Department and the LHJ County Executive (or designee).
4. **Termination.** Either Party may terminate the agreement at their sole discretion. Termination shall be effective as provided in written notice provided by the terminating Party, though no earlier than upon receipt of written notice by mail or email, or within three days of the mailing of the notice, whichever occurs first.
5. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.
6. **Notices.**

Notices to the LHJ shall be sent to:

The following mailing address:

Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225

Or the following email address: AHarley@co.whatcom.wa.us and JThomson@co.whatcom.wa.us

Notices to the Department shall be sent to:

The following mailing address:

Washington State Department of Health
1610 NE 150th St
Shoreline, WA 98155

Or the following email address: scott.lindquist@doh.wa.gov

Receipt of any notice shall be deemed effective upon actual receipt or three (3) days after deposit of written notice in the U.S. mail with proper postage and address, whichever occurs first.

7. **Property and Equipment.** Upon termination or non-renewal of this agreement, all property purchased by the LHJ in furtherance of this agreement shall remain the property of the LHJ and all property purchased by the Department in furtherance of this agreement shall remain the property of the Department. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
8. **Filing.** The LHJ shall be responsible for complying with the requirements of RCW 39.34.040 with respect to this agreement.
9. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Whatcom County

DocuSigned by:

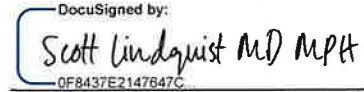
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Satpal Singh Sidhu, County Executive

6/17/2024

Date Signed

Washington State Department of Health

DocuSigned by:

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Dr. Scott Lindquist,

6/12/2024

Date Signed

FOR WHATCOM COUNTY:

DEPARTMENT HEAD APPROVAL:

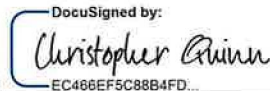
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6/5/2024

Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM:

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6/5/2024

Christopher Quinn, Chief Civil Deputy Prosecutor

Date