


**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202201002 - 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 Communicable Disease Admin	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Aristo Healthcare Services	
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 #:		202201002
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?	If yes, grantor agency contract number(s):		CFDA#: 97.036 / 93.268
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		Pending, WA State Department of Health
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 660470 / 627221
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emergency		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		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>	
Varies depending on staff provided and staff hourly rates.		1. Exercising an option contained in a contract previously approved by the council.	
Not to exceed \$543,732		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.	
Summary of Scope: This contract provides funding for COVID-1 vaccine administration services throughout Whatcom County.			
Term of Contract:	3.5 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 01/03/2022
	2. Attorney signoff:	RB	Date: 01/03/2022
	3. AS Finance reviewed:	M Caldwell	Date: 1/3/22
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Executive Contract Review:		Date: 1/19/2022
	7. Council approved (if necessary):	AB2022-018	Date: 01/11/2022
	8. Executive signed:		Date: 1/19/2022
	9. Original to Council:		Date:



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Aristo Healthcare Services – COVID Vaccine Clinic Operations Contract Amendment #1  
**DATE:** January 12, 2022

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Attached is a contract amendment between Whatcom County and Aristo Healthcare Services for your review and signature.

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to locally enrolled COVID-19 vaccine providers of Federal Emergency Management Agency (FEMA) funding available to reimburse eligible expenses supporting community COVID-19 vaccination. This contract provides reimbursement for services provided by Aristo Healthcare Services personnel operating COVID-19 vaccine clinics and administering vaccines at community vaccine clinics (CVC) throughout Whatcom County.

On 9/23/2021, the Washington State Department of Health informed all Local Health Jurisdictions (LHJ) that in preparation for future surge needs for booster and pediatric vaccination, LHJs would need to contract with vaccine administration contractors directly and could not utilize state contracts for more than three weeks while entering into independent contracts. There was not adequate time to advertise an RFP and after reaching out to multiple contractors, Aristo was selected to fill gaps for the demand in vaccine clinics that other contractors could not meet.

This original contract began on 12/15/2021 and was executed under the COVID-19 Declaration of Emergency, per Whatcom County Code 3.08.100(A)(6). The purpose of this amendment is to increase funding by \$435,000 to support additional clinics through 03/31/2022.

▪ **Funding Amount and Source**

Funding for this contract varies depending on actual expenses, however, total funding is estimated not to exceed \$543,732. Funds under the contract are made available by a grant awarded by FEMA, passed through the Washington State Department of Health Mass Vaccination FEMA Grant (CFDA 97.036) and a grant awarded by the US Department of Treasury and subject to section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act) and Title V and VI of the CARES Act, passed through the Washington State Department of Health Vaccine Services-CARES Grant (CFDA #93.268). These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Cindy Hollinsworth, Communicable Disease & Epidemiology Manager at 360-778-6160 ([CHollins@co.whatcom.wa.us](mailto:CHollins@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202201002 – 1

## WHATCOM COUNTY CONTRACT AMENDMENT

**PARTIES:**

**Whatcom County**  
**Whatcom County Health Department**  
**509 Girard Street**  
**Bellingham, WA 98225**

**AND CONTRACTOR:**  
**Aristo Healthcare Services**  
**4500 9<sup>th</sup> Ave NE**  
**Seattle, WA 98105**

**CONTRACT PERIODS:**

**Original: 12/15/2021 – 01/11/2022**

**Amendment #1: 01/12/2022 – 03/31/2022**

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract through 03/31/2022.
2. Amend Exhibit A – Scope of Work, to include additional dates and locations of scheduled clinics.
3. Amend Exhibit B – Compensation, to increase total estimated funding by \$435,000 for the extended contract period.
4. Funding for the total contract period (12/15/2021 – 03/31/2022) is not to exceed \$543,732.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/12/2022.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: Cindy Hollinsworth 1/12/2022  
1C39FE7D78F94A5...  
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 1/12/2022  
955C651A30374BD...  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 1/12/2022  
1FE5DDBD9542404...  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Chris Singh</u> 502B972BB6BF4E0...	Chris Singh, CEO	1/19/2022
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 1/19/2022  
1192C7C18B664E3...  
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Aristo Healthcare Services**  
4500 9th Ave NE  
Seattle, WA 98105  
[chrisea@aristohealthcareservices.com](mailto:chrisea@aristohealthcareservices.com)

**EXHIBIT "A"**  
(SCOPE OF WORK)

Aristo Healthcare Services supports COVID-19 vaccine administration throughout Whatcom County in the following ways:

<b>Personnel</b>	<b>Support Provided</b>
Providers – RNs, ARNPs, PAs, Pharmacists	Vaccine management, administration of vaccines, completion of CDC vaccination record cards
Licensed Practical Nurse – LPN Licensed Vocational Nurse – LVN	
Nursing Assistant (CAN/NAR/HCA/MA)	
Paramedic / EMT	Observation of vaccinated individuals for adverse reactions; emergency response
Mobile Vaccine Van Driver	Assists with clinic equipment set-up and take-down and van maintenance on clinic days
Data Entry Specialist	Vaccine entries into the Washington State Immunization Information System (WAIS)

**I. Statement of Work**

The Contractor will be reimbursed for personnel and other eligible expenses related to the operation of vaccine administration clinics as part of Whatcom County's public health emergency response to the ongoing COVID-19 pandemic.

Clinics are scheduled as follows:

<b>Date</b>	<b>Location</b>
December 15, 2021	Mt Baker Jr/Sr High
December 16, 2021	Alderwood Elementary
January 5, 2022	Acme Elementary
January 6, 2022	Cordata Elementary
January 7, 2022	Options High School
January 8, 2022	Alderwood Elementary
January 12, 2022	Mt Baker Jr/Sr High
January 13, 2022	Options High School
January 19, 2022	Harmony Elementary
January 20, 2022	Options High School
January 26, 2022	Acme Elementary
January 27, 2022	Cordata Elementary
February 2022 – TBD	
March 2022 - TBD	

**EXHIBIT "B"**  
(COMPENSATION)

I. **Budget and Source of Funding:** Total funding for this contract is estimated at \$543,732.

**The Contractor will bill the County in accordance with the rates indicated on page 17 – Aristo Healthcare Services, LLC Crisis Rates.**

The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Estimated Total
Vaccine administration related expenses including personnel and supplies/equipment (includes PPE, sharps, medical supplies, etc.)	<ol style="list-style-type: none"> <li>1. Timesheets for the period.</li> <li>2. Completion of the Cost Summary Workbook provided by the County.</li> <li>3. Log of vaccines administered including quantity, date, and clinic location.</li> <li>4. Reimbursement requests for allowable travel (including mileage) must include the name of staff member, dates of travel, starting point and destination, brief description of purpose.               <ol style="list-style-type: none"> <li>a. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.</li> <li>b. Receipts for meals are not required.</li> <li>c. Meal and mileage rates may not exceed the U.S. GSA Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location and must follow federal guidelines.</li> <li>d. Lodging at rates exceeding federal GSA may be procured after confirming through <a href="http://www.fedrooms.com">www.fedrooms.com</a> and keeping documentary evidence (e.g., screenshot including date/time), that there are no rooms available at per diem in Whatcom County.</li> </ol> </li> <li>5. Receipts or paid invoices.</li> </ol>	<b>\$543,732</b>

### II. Attestation

Upon full execution of this contract, the Contractor attests that Medicare, Medicaid, HRSA, or any other third-party payor shall not be billed for vaccine administration services provided at the same time as those provided to homebound persons in Whatcom County through this contract. The Contractor attests that if these costs are submitted to any third-party payor for reimbursement, the Contractor will be responsible for repaying the full amount that FEMA has reimbursed. This also includes any Cost Report Reimbursement from Medicare or Medicaid at the end of the fiscal year reporting cycle.

The Contractor may only be reimbursed for FEMA eligible costs, as outlined in the Cost Summary Workbook (to be provided by the County). The Contractor attests that reimbursement of costs for personnel who provided services at vaccine clinics in Whatcom County may occur by following the guidance given in the FEMA Medical Care Policy (incorporated herein as Exhibit D), completing an LHJ Summary Spreadsheet, retaining supporting documentation, and agreeing to fully reimburse costs to Whatcom County if they are reimbursed by any other payor or funding source for the provision of services at Whatcom County vaccine clinics.

### III. Invoicing

1. The Contractor shall submit invoices in a format approved by the County. **Final invoices must be received by April 15, 2022.** Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to (*include contract/PO #*) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. 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. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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.**

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.