

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202203015

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855080 Veterans
Contract or Grant Administrator:	Liz Witowski
Contractor's / Agency Name:	Washington State Department of Veterans Affairs

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input 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?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	114
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

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"/> 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 checked="" 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> : 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.
\$ 48,825	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This agreement provides funding for a Veterans Services Officer at the Bellingham Vet Center.

Term of Contract:	9 Months	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by: JT	Date:	03/03/2022
	2. Health Budget Approval: KR/JG	Date:	03/09/2022
	3. Attorney signoff: RB	Date:	03/09/2022
	4. AS Finance reviewed: M Caldwell	Date:	3/11/22
	5. IT reviewed (if IT related):	Date:	
	6. Contractor approved:	Date:	
	7. Submitted to Exec.: JT	Date:	03/23/2022
	8. Council approved (if necessary): AB2022-187	Date:	03/22/2022
	9. Executive signed:	Date:	<u>3.23.22</u>
	10. Original to Council:	Date:	<u>4-28-22</u>



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Department of Veterans Affairs – Veterans Service Officer Interlocal Agreement  
**DATE:** March 23, 2022

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Attached is a contract between Whatcom County and Washington State Department of Veterans Affairs for your review and signature.

### ▪ **Background and Purpose**

Based on local census data, there are an estimated 14,300 veterans in Whatcom County, many of which do not have the knowledge of how to access VA support services that they may be eligible for. About 9% of veterans in Whatcom County are without health insurance, and 11% of veterans live in poverty. Veterans who are able to access health care or apply for disability with the VA, are able to improve their quality of life with increased income. Connecting veterans to the benefits they are eligible for with the VA is done through a Veteran Service Officer (VSO). The Health Department employs one federally accredited VSO and last year she submitted over 600 claims to the VA.

This agreement outlines the roles and responsibilities between Whatcom County and the Washington State Department of Veterans Affairs (WDVA) for collaboratively providing Veteran Service Officer (VSO) Services to indigent Whatcom County veterans and their families. WDVA will advertise a request for proposals to federally accredited nonprofit veteran services organizations for providing a full-time VSO at the Bellingham Vet Center. WDVA will administer the awarded contract and invoice Whatcom County quarterly to fund the VSO position and pass the funds on to the contractor.

### ▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$48,825, is provided by the Veterans Assistance Fund. These funds are included in the 2022 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Ann Beck, Human Services Manager at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@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.





INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
WHATCOM COUNTY  
AND  
WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Washington State Department of Veterans Affairs, a public entity organized pursuant to the provisions of chapters 70.05 and 70.45 RCW ("WDVA"); both public agencies in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

Whatcom County and the Washington State Department of Veterans Affairs shall work collaboratively to provide Veteran Service Officer Services to indigent veterans and their families in Whatcom County. The goal of this agreement shall be to increase the percentage of veterans and family members receiving service-connected disability compensation, nonservice-connected pension, dependency and indemnity compensation, and/or survivors' pension from the U.S. Department of Veterans Affairs (VA). These veterans' benefits are estimated to provide an average payment of \$1,500 per month which supports the economic security and quality of life for these veterans and their families. Additionally, veterans and families in receipt of these veterans' benefits have improved access to VA health care, employment benefits, education benefits, housing benefits, and veterans' benefits and services intended to improve their health and economic outcomes.

2. RESPONSIBILITIES:

Whatcom will:

- A. Participate in the request for proposals held by WDVA to select an appropriate subcontractor to provide Veteran Service Officer services by agreeing to serve on the request for proposals evaluation committee.
- B. Provide a quarterly payment not-to-exceed \$16,275 (not to exceed \$48,825 for the entire agreement term) to WDVA of which 87% shall be passed through to the approved subcontractor and 13% shall be approved for indirect expenses by WDVA. Whatcom shall make payment to WDVA no more than thirty (30) days after invoices are received.
- C. Negotiate with the Bellingham Vet Center to provide no-cost office space for the approved subcontractor's Veteran Service Officer to provide full-time services or provide a comparable office space in the Bellingham area.
- D. Work collaboratively with WDVA and the approved subcontractor to coordinate services and referrals for veterans and their families in Whatcom County.

WDVA will:

- A. Conduct a request for proposals inviting nonprofit veteran service organizations accredited by the U.S. Department of Veterans Affairs (VA) under Code of Federal Regulation Title 38, Chapter 1, Part 14, §14.628 to submit proposals for providing a provide a full-time Veteran Service Officer at the Bellingham Vet Center. The selected nonprofit organization shall be awarded a subcontract to provide full-time Veteran Service Officer Services for the term of this agreement. WDVA will provide Whatcom with a copy of the awarded subcontract.

- B. Ensure that the Veteran Service Officer appointed by the subcontractor is an employee of the subcontractor and is an accredited veteran service organization representative under Code of Federal Regulation Title 38, Chapter 1, Part 14, §14.629.
  - C. Monitor the quantity of VA claims and the quality of the claims submitted by the subcontractor and provide quarterly reports to Whatcom County detailing these metrics and the VA payments made directly to veterans and their families in Whatcom County as a result of these VA claims.
  - D. Work collaboratively with Whatcom County and the approved subcontractor to coordinate services and referrals for veterans and their families in Whatcom County.
  - E. WDVA shall submit invoices, documentation, and any necessary reports by the 25<sup>th</sup> of the month, following the period being invoiced. Invoices shall be sent to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. TERM OF AGREEMENT: The start date of this agreement is April 1, 2022 and shall be in effect through December 31, 2022.
4. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Whatcom's representative shall be:

Liz Witowski – [ewitowsk@co.whatcom.wa.us](mailto:ewitowsk@co.whatcom.wa.us)  
Veterans Specialist  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
360-778-6050

WDVA's representative shall be:

Steven J. Gill – [steveng@dva.wa.gov](mailto:steveng@dva.wa.gov)  
Veterans Services Administrator  
Washington Department of Veteran Affairs  
1102 Quince ST SE  
Olympia WA 98504  
360-789-5886

6. ASSIGNMENT AND SUBCONTRACTING: The performance of all activities contemplated by this agreement shall be accomplished by WDVA. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of Whatcom.

7. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
8. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom or WDVA by reason of entering into this agreement as expressly provided herein.
9. **TERMINATION:** Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. 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.
10. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
11. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
12. **ENTIRE AGREEMENT:** This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.
13. **OTHER PROVISIONS:** WDVA and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
14. **COMPLIANCE WITH APPLICABLE LAW.** At all times during the term of this Contract, the CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including but not limited to nondiscrimination laws and regulations.
15. **COVID-19 Vaccination Requirement.** CONTRACTOR shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14.1. CONTRACTOR staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, job site, project site, unit, or other defined area owned, leased, occupied by, or controlled by DVA after October 18, 2021 must be fully vaccinated against COVID-19. CONTRACTOR shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all staff who are subject to the vaccination requirement in the Governor's Order. CONTRACTOR shall follow the requirements for granting disability and religious accommodations to CONTRACTOR's staff that apply to State Agencies under the Governor's Order. CONTRACTOR and CONTRACTOR staff shall provide proof of such vaccination or accommodation upon request by DVA. CONTRACTOR shall cooperate with any investigation or inquiry DVA makes into the employer's compliance with these requirements, including by providing information

and records upon request, except any information or records that the CONTRACTOR is prohibited by law from disclosing.

16. This Agreement has been approved and authorized by the governing bodies of WDVA and Whatcom and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.

17. This Agreement shall be posted or recorded by Whatcom required by RCW 39.34.040.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on:

**WDVA:**


DocuSigned by:  
  
4/1/2022 | 16:41:15 PDT  
Terry Westhoff, Chief Financial Officer Date

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**WHATCOM COUNTY:**

**Recommended for Approval:**

Approved by email AB/JT 03/03/2022  
Ann Beck, Human Services Manager Date

  
Erika Lautenbach, Director 03/23/2022  
Date

**Approved as to form:**

Approved by email RB/JT 03/09/2022  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

By:  3/23/22  
Satpal Singh Sidhu, County Executive Date

**CONTRACTOR INFORMATION:**

Washington Department of Veterans Affairs  
1102 Quince ST SE  
Olympia WA 98504  
[terry.westhoff@dva.wa.gov](mailto:terry.westhoff@dva.wa.gov)

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