

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202111030 – 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:	Bird's Eye Medical

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 #:	202111030	

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):	202201016
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):	Emergency Declaration	Contract Cost Center:	660470 / 627221
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input 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 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 wages of personnel and number of vaccines administered.	1. Exercising an option contained in a contract previously approved by the council.
Not to exceed \$315,000	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-19 vaccine administration services throughout Whatcom County.

Term of Contract:	5 Months	Expiration Date:	03/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	02/02/2022
	2. Health Budget Approval	KR/JG	Date:	02/10/2022
	3. Attorney signoff:	RB	Date:	02/09/2022
	4. AS Finance reviewed:	M Caldwell	Date:	2/10/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2022-126	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

## WHATCOM COUNTY CONTRACT AMENDMENT

**PARTIES:**

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

**AND CONTRACTOR:**  
**Bird's Eye Medical**  
**2915 29<sup>th</sup> Avenue SW, Unit A**  
**Tumwater, WA 98512**

**CONTRACT PERIODS:**

**Original: 11/01/2021 – 02/28/2022**

**Amendment #1: 12/01/2021 – 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 the dates of clinics currently scheduled in 2022.
3. Amend Exhibit B – Compensation to increase total estimated funding by \$275,000 to support the estimated number of clinics through the end of the contract.
4. Funding for the total contract period (11/01/2021 – 03/31/2022) is not to exceed \$315,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 12/01/2021.

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.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Patrick Hastings, COO		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

**CONTRACTOR INFORMATION:**

**Bird's Eye Medical**  
2915 29<sup>th</sup> Avenue SW, Unit A  
Tumwater, WA 98512  
[patrick@birdseyemedical.com](mailto:patrick@birdseyemedical.com)

**EXHIBIT "A" – Amendment #1**  
**(SCOPE OF WORK)**

Bird's Eye Medical supports COVID-19 vaccine administration throughout Whatcom County in the following ways:

<b>Personnel</b>	<b>Support Provided</b>
Administration including: COO, Director of Mobile Teams, Clinical/Site Leads, Project/Logistics Coordinator	Vaccine clinic planning, management, and operations.
RN/LPN	Vaccine management, administration of vaccines, observation of vaccinated individuals for adverse reactions; emergency response.
MA	Vaccine management, administration of vaccine, completion of CDC vaccination record cards.
Scribe	Greeting patients, registration including verbal instructions and review of forms, scheduling/confirming 2 <sup>nd</sup> vaccine appointments, monitoring patient flow, moving individuals to observation, re-checking all documentation, answering questions.

**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.

Personnel are paid a minimum of six (6) hours for each clinic day. If clinics are cancelled for any reason outside of the Contractor's control and within 24 hours of the clinic start time, or after they have mobilized to Whatcom County for a multiple day deployment, the Contractor will be reimbursed for a minimum of six (6) hours for the cancelled clinic.

The Contractor may invoice for non-local staff hours when staff need to remain in Whatcom County without a clinic, for a clinic the following day. In good faith, both the Contractor and County will do their best to avoid this by scheduling consecutive clinic days.

Planned community vaccine clinics occurred or are scheduled on the following dates:

<b>2021 Dates</b>	<b>January 2022</b>	<b>February 2022</b>	<b>March 2022</b>
December 2	January 6	February 4	TBD – 12 clinics estimated
December 9	January 8	February 5	
December 10	January 9	February 9	
December 16	January 13	February 10	
December 17	January 15	February 11	
December 18	January 20	February 12	
December 23	January 27	February 16	
	January 30	February 17	
		February 18	
		February 19	
		February 23	
		February 24	
		February 25	
		February 26	
		February 27	

**EXHIBIT "B"**  
(COMPENSATION)

I. **Budget and Source of Funding:** Total funding for this contract is estimated at \$315,000. Funds under the contract are made available by the Mass Vaccination FEMA and COVID-19 Vaccine Grants (CFDA 97.036 & 93.268), passed through the Washington State Department of Health's Consolidated Contract. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Estimated Total
Vaccine Administration Fee - \$18/vaccine which includes vaccine management, equipment, PPE, sharps, medical supplies, other equipment	<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. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Receipts for meals are not required. Lodging, 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>5. Receipts or paid invoices.</li> </ol>	<b>\$315,000</b>
Vaccine administration related expenses including personnel and supplies (excluding those included in the vaccine administration fee).		

Staff	Rates/Hour
Clinical/Site Lead	\$110
RN	\$100
LPN	\$80
Project/Logistics Coordinator	\$80
Medical Assistant	\$65
Scribe	\$50

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 C), 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 for services performed through 03/31/2022, 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.