

CLERK OF THE COUNCIL  
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038  
(360) 778-5010



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Barry Buchanan  
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Carol Frazey  
Kathy Kershner

## WHATCOM COUNTY COUNCIL AGENDA REVISION NOTICE FOR SEPTEMBER 29, 2020

### ADDED TO FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE AND COUNCIL:

(For Finance and Administrative Service Committee, this item is listed under "Committee Discussion and Recommendation to Council")

(For Council, this item is listed under "Other Items – From Council Finance and Administrative Services Committee")

- 4.\*\* AB2020-417 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Health to provide funding for the delivery of various public health programs and services in the amount of \$5,962,796 for a total amended contract amount of \$10,890,796

#### **ITEM ADDED 9.25.2020 (PAPERWORK ATTACHED)**

\*\*PLEASE NOTE: ADDING THIS ITEM TO THE AGENDA CHANGES THE NUMBERING OF SUBSEQUENT ITEMS – SEE REVISED AGENDAS AVAILABLE AT OUR [LEGISLATIVE INFORMATION CENTER](#).

*SUBSTITUTE PAPERWORK HAS BEEN RECEIVED FOR THE FOLLOWING ITEM (PAPERWORK ATTACHED AND AVAILABLE AT OUR [LEGISLATIVE INFORMATION CENTER](#)):*

- AB2020-412 Request authorization for the County Executive to enter into a subrecipient agreement between Whatcom County and Bellingham Food Bank for costs associated with food insecurity resulting from the COVID-19 emergency in an amount not to exceed \$400,000

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### ADDED TO CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE AND COUNCIL

(For Criminal Justice and Public Safety Committee, listed under "Committee Discussion and Recommendation to Council")

2. AB2020-418 Resolution stating support and appreciation of the Whatcom County Sheriff's Department, Whatcom County Sheriff Deputies, Whatcom County Corrections Deputies and support staff

#### **ITEM ADDED 9.25.2020 (PAPERWORK ATTACHED)**

(For Council, listed under "Other Items – From Criminal Justice and Public Safety Committee")

- 14.\*\* AB2020-418 Resolution stating support and appreciation of the Whatcom County Sheriff's Department, Whatcom County Sheriff Deputies, Whatcom County Corrections Deputies and support staff

#### **ITEM ADDED 9.25.2020 PAPERWORK ATTACHED)**

\*\*PLEASE NOTE: ADDING THIS ITEM TO THE AGENDA CHANGES THE NUMBERING OF SUBSEQUENT ITEMS – SEE REVISED AGENDAS AVAILABLE AT OUR [LEGISLATIVE INFORMATION CENTER](#).

*SUBSTITUTE PAPERWORK HAS BEEN RECEIVED FOR THE FOLLOWING ITEM (PAPERWORK ATTACHED AND AVAILABLE AT OUR [LEGISLATIVE INFORMATION CENTER](#)):*

- AB2020-406 Resolution supporting Whatcom County Sheriff Deputies, Corrections Deputies, and Law Enforcement Officials across the County in response to the increased attacks on law enforcement across the Country
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# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-417

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<b>File ID:</b>	AB2020-417	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	09/24/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	09/29/2020			<b>Enactment #:</b>	

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Primary Contact Email: KRoy@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Health to provide funding for the delivery of various public health programs and services in the amount of \$5,962,796 for a total amended contract amount of \$10,890,796

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo to County Executive.pdf, WA State Department of Health Consolidated Contract Amendment #17.pdf



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Department of Health,  
Consolidated Contract 2018 – 2020 Amendment #17  
**DATE:** September 24, 2020

Enclosed is one (1) original of amendment #17 to the Consolidated Contract between the Washington State Department of Health and Whatcom County for your review and signature.

▪ **Background and Purpose**

The Consolidated Contract provides funding for the delivery of various public health services in Whatcom County.

▪ **Funding Amount and Source**

This revenue contract is funded by state and federal sources and will be included in our current budget. The total contract award after the adjustments incorporated by this amendment is \$5,962,796. Council approval is required as the new Statement of Work for Disease Control & Health Statistics BITV CI/CT COVID-19 will require additional personnel.

▪ **Differences from Previous Contract**

This amendment includes statements of work and funding for the programs listed below, as follows:

Disease Control & Health Statistics (Box in the Virus) BITV CI/CT COVID-19	\$1,219,324
Emergency Preparedness & Response PHEP	\$93,683
Emergency Preparedness & Response COVID-19 Local CARES	\$4,506,000
OICP CARES Enhanced Influenza Coverage Project	\$6,735
FPHS	\$137,054

The contract history is:

Original amount:	\$1,294,039	Amendment #6:	\$72,335	Amendment #12:	\$22,200
Amendment #1:	\$90,800	Amendment #7:	\$21,616	Amendment #13:	\$5,350
Amendment #2:	\$35,082	Amendment #8:	\$5,000	Amendment #14:	\$550,000
Amendment #3:	\$622,785	Amendment #9:	\$913,716	Amendment #15:	(\$4,360)
Amendment #4:	\$298,502	Amendment #10:	\$546,912	Amendment #16:	\$408,842
Amendment #5:	\$44,381	Amendment #11:	800	Amendment #17:	\$5,962,796

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

## WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.  
201801023 – 17

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 All Divisions	
Contract or Grant Administrator:		Kathleen Roy	
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 #:		201801023
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
(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):		CLH18267
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			CFDA#: Various
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		Various
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 no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<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):		<b>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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.                      3. Bid or award is for supplies or equipment included approved in the budget.                      4. 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.                 </b>	
\$	4,928,000		
This Amendment Amount:			
\$	5,962,796		
Total Amended Amount:			
\$	10,890,796		
Summary of Scope: This revenue contract from the Washington State Department of Health is used to fund the delivery of various public health services in Whatcom County.			
Term of Contract:	3 years	Expiration Date:	12/31/2020
Contract Routing:	1. Prepared by:	JT	Date: 09/24/2020
	2. Attorney signoff:	RB	Date: 09/24/2020
	3. AS Finance reviewed:	M Caldwell	Date: 09/24/2020
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:



**WHATCOM COUNTY HEALTH DEPARTMENT  
2018 – 2020 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH18267

AMENDMENT NUMBER: 17

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and WHATCOM COUNTY HEALTH DEPARTMENT hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
  - Adds Statements of Work for the following programs:
    - Disease Control & Health Statistics BITV CI/CT COVID-19 - Effective July 1, 2020
    - Division of Emergency Preparedness & Response PHEP - Effective July 1, 2020
    - Emergency Preparedness & Response COVID-19 Local CARES - Effective March 1, 2020
    - OICP CARES Enhanced Influenza Coverage Project - Effective July 1, 2020
  - Amends Statements of Work for the following programs:
    - Foundational Public Health Services (FPHS) - Effective July 1, 2019
  - Deletes Statements of Work for the following programs:
2. Exhibit B-17 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-16 Allocations as follows:
  - Increase of \$5,962,796 for a revised maximum consideration of \$10,890,796.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
3. Exhibit C-15 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-14.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

WHATCOM COUNTY HEALTH DEPARTMENT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY  
Assistant Attorney General



**2018-2020 CONSOLIDATED CONTRACT  
EXHIBIT A  
STATEMENTS OF WORK  
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**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Disease Control & Health Statistics BITV CI/CT  
COVID-19 - Effective July 1, 2020

**Local Health Jurisdiction Name:** Whatcom County Health Department

**Contract Number:** CLH18267

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** July 1, 2020 through December 30, 2020

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose of this statement of work is to provide supplemental funding for the LHJ to ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread of COVID-19.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use) Start Date	Period Only End Date	Current Consideration	Change Increase (+)	Total Consideration
BITV-COVID ED LHJ ALLOCATION-CARES	21.019	333.21.01	1897129V	07/01/20	12/30/20	0	304,831	304,831
FEMA-75 COVID LHJ ALLOCATION	97.036	333.97.03	1897129W	07/01/20	12/30/20	0	914,493	914,493
<b>TOTALS</b>						<b>0</b>	<b>1,219,324</b>	<b>1,219,324</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p>Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the "Budget narrative Template", "Budget Guidance" and any other applicable documents that may be identified.</p> <p>This statement of work includes FEMA funding as part of this allocation. Documentation will be requested to support these costs to provide to FEMA for a reimbursement request. Further instructions on the necessary documents and timeline for providing these will be shared.</p> <p><b>NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations &amp; contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement,</b></p>		<p>Submit the budget plan and narrative using the template provided.</p> <p>Provide the requested documentation to support costs for FEMA reimbursement reporting.</p>	<p>Within 30 days of receiving this award.</p> <p>Upon request</p>	Reimbursement of actual costs incurred, not to exceed \$1,219,324



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p><b>and other public health preparedness and response activities for COVID-19.</b></p> <p><b>Existing funds for COVID-19 public health response activities may not be displaced by these funds and reallocated for other organizational expenses. No funds from this agreement shall be used to supplant existing federal, state or local funds nor any funding allocations or commitments made before August 31, 2020.</b></p> <p><b>DOH does recognize the public health response goes beyond December 2020 and authorizes local health jurisdictions the ability to maximize funding streams available to them by using short term funding first to have longer term funding available to continue to support the local health jurisdiction response activities beyond December 2020 as applicable.</b></p>				
2	<p>1) LHJ Active monitoring activities. In partnership with WA DOH, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH.</p> <p>a. Funding must be first targeted towards Contact Tracing and Case Investigation Support:</p> <p>i. Contact tracing</p> <ol style="list-style-type: none"> <li>1. Maintain the capacity to surge a minimum of eight (8) contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH centralized investigations may count towards this minimum short-term and provide additional capacity beyond the eight (8) per 100,000 FTE.</li> <li>2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide</li> </ol>		<p>Data collected and reported into DOH systems daily.</p> <p>Enter all contact tracing data in CREST as directed by DOH.</p>	<p>Enter performance metrics daily into DOH identified systems</p> <p>Quarterly performance reporting updates</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>such services. DOH centralized investigations may count towards this minimum short-term and provide additional capacity beyond the eight (8) per 100,000 FTE.</p> <ol style="list-style-type: none"> <li>3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols.</li> <li>4. Follow up with 95% of contacts within 24 hours.</li> <li>5. Enter all contact tracing data in CREST as directed by DOH.</li> </ol> <p>ii. Case investigation</p> <ol style="list-style-type: none"> <li>1. Enter all case investigation data in WDRS as directed by DOH.</li> <li>2. Ensure all staff designated to utilize WDRS are trained in the system. Include if new positive cases are tied to a known existing positive case or indicate community spread.</li> <li>3. Conduct case investigation and monitor outbreaks.</li> </ol> <p>b. Testing</p> <ol style="list-style-type: none"> <li>i. Work with partners to ensure testing is available to every person within the jurisdiction meeting current DOH criteria for testing and other local testing needs.</li> <li>ii. Work with partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.</li> <li>iii. Maintain a current list of entities providing COVID 19 testing and at what volume. Provide reports to DOH on testing locations and volume as requested.</li> </ol>		<p>Enter all case investigation data in WDRS as directed by DOH.</p> <p>Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH Contract manager on testing locations and volume as requested.</p> <p>Quarterly performance updates related to</p>		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>c. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe, if patient providers permission to notify tribes.</li> <li>d. Support Infection Prevention and control for high-risk populations                             <ul style="list-style-type: none"> <li>i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.</li> <li>ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities.</li> <li>iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.</li> <li>iv. Vulnerable populations. Support testing, infection control, isolation and quarantine and social services and wraparound supports for homeless individuals. Individuals residing in homeless camps, for justice-involved individuals and other vulnerable populations.</li> </ul> </li> <li>e. Community education. Work with partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.</li> </ul>		<p>culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.</p>		



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	f. Regional Active Monitoring activities. In partnership with WA DOH, the LHJs must work with other LHJs in the region to collaboratively support epidemiologic and surge capacity needs. LHJs must conduct the following activities in accordance with guidance to be provided by WA DOH: <ul style="list-style-type: none"> <li>i. Ensure regular communication among LHJs in the region</li> <li>ii. Compile and share a regional data regularly among LHJs and with WA DOH</li> <li>iii. Establish MOUs for providing epidemiologic and surge capacity needs for the region</li> <li>iv. Implement MOUs as needed.</li> </ul>				

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require 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 the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Specific Requirements/Narrative**

**Payment:** Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

**Submission of Invoice Vouchers:** The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25<sup>th</sup> of the following month or on a frequency no less often than quarterly.

**DOH Program Contact**

Mike Boysun, Contract Manager  
DOH, Communicable Disease EPI  
1610 NE 150<sup>th</sup> St, Shoreline, WA 98155  
Ph: 206-418-5518 / [Mike.Boysun@doh.wa.gov](mailto:Mike.Boysun@doh.wa.gov)

**DOH Fiscal Contact**

Summer Wurst  
DOH, Office of Program Financial Management  
PO Box 47840, Olympia, WA 98504-7841  
Ph: 360-236-3486/Fax: 360-664-2216 / [Summer.Wurst@doh.wa.gov](mailto:Summer.Wurst@doh.wa.gov)



**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Division of Emergency Preparedness & Response  
PHEP - Effective July 1, 2020

**Local Health Jurisdiction Name:** Whatcom County Health Department

**Contract Number:** CLH18267

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** July 1, 2020 through December 31, 2020

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness and response.

NOTE: Pending execution of an extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, program plans to extend the period of performance and funding in this statement of work through June 30, 2021. Deliverable due dates after December 31, 2020 are referenced for informational purposes only and will be updated in a revised statement of work once the consolidated contract is extended. The revised statement of work will reflect jurisdiction's entire allocation.

**Revision Purpose:** NA

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use) Start Date	Period Only End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY20 PHEP BP2 LHJ Funding	93.069	333.93.06	31102280	07/01/20	12/31/20	0	93,683	93,683
<b>TOTALS</b>						<b>0</b>	<b>93,683</b>	<b>93,683</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>1</b>	Across Domains and Capabilities  Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.		Mid-year report on template provided by DOH.  Additional reporting may be required if federal requirements change.	December 31, 2020	Reimbursement for actual costs not to exceed total funding consideration amount.
<b>2</b>	Across Domains and Capabilities  Participate in an evaluation of LHJ response capabilities, upon request from DOH.		DOH will maintain documentation of evaluation participation.	Upon request.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<p>Across Domains and Capabilities</p> <p>Develop a budget demonstrating how the LHI plans to spend funds during this period of performance, using a budget template provided by DOH.</p> <p>Note: 20% of the LHI's annual allocation will be withheld until this requirement is met. Failure to meet this requirement may result in DOH redirecting funds from the LHI.</p>		Budget, using template provided by DOH.	September 1, 2020	
4	<p>Across Domains and Capabilities</p> <p>Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.</p>		<p>Mid-year report on template provided by DOH.</p> <p>Input provided to DOH upon request from DOH.</p>	December 31, 2020	
5	<p>Domain 1 Community Resilience Capability 1 Community Preparedness</p> <p>Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHI, regional, or statewide public health preparedness.</p>		<p>Mid-year report on template provided by DOH.</p> <p>Documentation of training available upon request.</p>	December 31, 2020	
6	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>Based on availability of training, participate in at least one Foundational Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>For some LHJs this training won't be available until the next Statement of Work period, January 1 – June 30, 2021. DOH will work with regions and LHJs to customize and schedule training(s).</li> </ul>		Mid-year report on template provided by DOH.	December 31, 2020	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>This is one or more specific trainings coordinated by DOH. DOH will work with LHJ to implement.</li> <li>Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above.</li> </ul>				
7	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>Gather and submit data for LHJ performance measure (PM) 2: Percent of public health and medical responders who are trained on their role during a public health response.</p> <p>Note: DOH will provide additional guidance about submitting performance measure data.</p>		LHJ performance measure data (PM 2)	October 30, 2020	
8	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>8.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs.</p> <p>8.2 Provide input to RERCs for Regional Training &amp; Exercise Plan and Training &amp; Exercise Planning Workshop Guide.</p> <p>Note: LHJ may opt to develop, update and maintain a local Training &amp; Exercise Plan. They still need to participate in regional process described above.</p>		<p>Mid-year report on template provided by DOH.</p> <p>8.2 Input into Regional Training &amp; Exercise Plan and Training &amp; Exercise Planning Workshop Guide provided to RERCs.</p>	<p>December 31, 2020</p> <p>8.2 As requested by RERCs.</p>	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
9	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination</p> <p>Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP).</li> <li>• DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 3)	October 30, 2020	
10	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination</p> <p>Gather and submit data for LHJ performance measure 1: Amount of time (in minutes) to mobilize a public health and medical response.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• “Mobilize a response” is defined as the first verbal briefing of the response team from the initial notification to the public health responders in the area.</li> <li>• The target is to mobilize a response within 45 minutes.</li> <li>• DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 1)	October 30, 2020	
11	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination</p> <p>11.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or <a href="mailto:hanalert@doh.wa.gov">hanalert@doh.wa.gov</a> for all response incidents involving use of emergency response plans and/or incident command structures.</p> <p>11.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents.</p>		<p>Mid-year report on template provided by DOH. Indicate that this was done or that no response incident occurred.</p> <p>11.1 Notification to DOH Duty Officer within 60 minutes of activation.</p> <p>11.2 Sitreps submitted to DOH Duty Officer</p>	December 31, 202	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.				
12	<p>Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication</p> <p>12.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on Basecamp.</p> <p>12.2 Participate in at least one risk communication drill offered by DOH between July 1, 2020 and June 30, 2021. Drill will occur via webinar, phone and email. DOH will offer one in July 1 – December 31, 2020 and one between January 31 – June 30, 2021.</p> <p>12.3 Conduct a hot wash evaluating LHJ participation in the drill.</p> <p>12.4 Identifying and implementation communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident.</p> <p>Note: Participation in a real world event may meet the requirements for 12.2, 12.3 and 12.4.</p>		<p>Mid-year report on template provided by DOH.</p> <p>12.3 and 12.4 Hotwash or After Action Review (AAR)</p>	December 31, 2020	
13	<p>Domain 3 Information Management Capability 4 Emergency Public Information and Warning</p> <p>Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise.</p>		LHJ performance measure data (PM 7).	October 30, 2020	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Notes: <ul style="list-style-type: none"> <li>The target is within the first six hours.</li> <li>DOH will provide additional guidance about submitting performance measure data.</li> </ul>				
14	Domain 3 Information Management Capability 6 Information Sharing  14.1 Maintain WASECURES as primary notification system.  14.2 Participate in DOH-led notification drills.  14.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system.  Notes: <ul style="list-style-type: none"> <li>Registered users must log in quarterly at a minimum.</li> <li>DOH will provide technical assistance to LHJs on using WASECURES.</li> <li>LHJ may choose to use another notification system <u>in addition to</u> WASECURES to alert staff during incidents.</li> <li>14.3 doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</li> <li>DOH tracks data for LHJ Performance Measure 6: Percent of successful WASECURES alerts (high or medium level) confirmed within 60 minutes of receipt by LHJ staff.</li> </ul>		Mid-year report on template provided by DOH.	December 31, 2020	
15	Domain 3 Information Management Capability 6 Information Sharing  Provide Essential Elements of Information (EEIs) during incident response upon request from DOH.  Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.		Provide EEIs upon request.  Note in the mid-year report that EEIs were provided or none were requested.	Upon request.  December 31, 2020	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
16	<p>Domain 4 Countermeasures and Mitigation            Capability 8 Medical Countermeasures Dispensing            Capability 9 Medical Countermeasures Management and Distribution</p> <p>Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or Region.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• MCM plans include number of local distribution sites and number for which a detailed point-to-point distribution plan from RSS to distribution site has been jointly confirmed by LHJ and DOH. (LHJ PM 4)</li> <li>• MCM plans include number of local points of dispensing (PODs) and number for which a detailed point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5)</li> <li>• LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan.</li> <li>• DOH will provide technical assistance to LHJs on core elements of an MCM plan.</li> <li>• LHJ Performance Measure data will be due October 30, 2020. DOH will gather data for PMs 4 and 5.</li> </ul>		<p>Report progress and/or plans in mid-year report on template provided by DOH.</p> <p>If there is a regional plan, provide input to the RERC upon request.</p> <p>Updated MCM plans will be due June 30, 2021.</p>	December 31, 2020	
17	<p>Domain 5 Surge Management            Capability 10 Medical Surge</p> <p>Engagement with regional Health Care Coalition (HCC)</p> <p>Participate in:</p> <ul style="list-style-type: none"> <li>- At least one regional HCC meeting, in person or virtually.</li> <li>- The information sharing process during incidents.</li> </ul>		Mid-year report on template provided by DOH.	December 31, 2020	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>- At least one planning process or exercise conducted to inform on the roles and responsibilities of public health.</li> <li>- Reviewing HCC plans for alignment with local ESF8 plans.</li> </ul> <p>Note: This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>				
18	<p>Domain 5 Surge Management Capability 10 Medical Surge</p> <p>Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• "Critical Healthcare Facilities" are hospitals, skilled nursing facilities, blood centers, and dialysis centers.</li> <li>• DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 8)	October 30, 2020	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

Any subcontract/s must be approved by DOH prior to executing the contract/s.

Deliverables are to be submitted to the ConCon deliverables mailbox at [concondeliverables@doh.wa.gov](mailto:concondeliverables@doh.wa.gov), unless otherwise specified.

**Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require 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 the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.



Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://USASpending.gov) by DOH as required by P.L. 109-282.

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

Please reference the Code of Federal Regulations:

[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200\\_1439](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439)

**DOH Program Contact**

Tory Henderson, Contracts and Finance Specialist  
Division of Emergency Preparedness and Response  
Department of Health  
P O Box 47960, Olympia, WA 98504-7960  
Desk 360-236-4596 / Mobile 360-789-7262  
[tory.henderson@doh.wa.gov](mailto:tory.henderson@doh.wa.gov)

**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Emergency Preparedness & Response COVID-19 Local CARES - Effective March 1 2020

**Local Health Jurisdiction Name:** Whatcom County Health Department

**Contract Number:** CLH18267

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** March 1, 2020 through December 31, 2020

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> One-Time Distribution
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**Statement of Work Purpose:** The purpose of this statement of work is to provide additional funding to supplement existing funds for LHJs to prevent, prepare for, and respond to the COVID-19 disease outbreak.

**Note:** Pending execution of a one-year extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, DOH will extend the period of performance in this statement of work through the end of January 2021 to include additional time for submission of the Final Report. LHJ may not bill for any time spent or costs incurred after December 30, 2020.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use) Start Date	Period Only End Date	Current Consideration	Change Increase (+)	Total Consideration
COVID LHJ OFM Allocation-CARES	21.019	333.21.01	934E0200	03/01/20	12/30/20	0	4,506,000	4,506,000
<b>TOTALS</b>						<b>0</b>	<b>4,506,000</b>	<b>4,506,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p><b>Federal Funds</b> Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and or other preparedness and response activities for COVID-19.</p> <p>The CARES Act (Coronavirus Relief Fund) provides that payments from the Fund may only be used to cover costs that:</p>		<p>Complete Federal Funding Certification (provided by DOH).</p> <p>Activity report(s) on template to be provided DOH.</p>	<p>September 30, 2020</p> <p>September 30, 2020 October 31, 2020 November 30, 2020 December 31, 2020</p> <p>Final Report: January 30, 2021</p>	<p>Reimbursement for actual costs not to exceed total funding consideration amount.</p>



<p>1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);</p> <p>2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and;</p> <p>3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020</p> <p>The guidance on the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments can be found at this link:</p> <p><a href="https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf">https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf</a></p> <p>DOH will provide additional guidance and technical assistance.</p> <p><b>Note: These funds are available through December 30, 2020.</b> DOH will work closely with LHJ on the status of spending. By December 1, 2020, if funding is projected to be unspent, then DOH will reallocate those funds based on OFMs approval for the month of December.</p> <p><b>The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.</b></p> <p><b>Existing funds for COVID-19 public health response activities may not be displaced by these funds and reallocated for other organizational expenses. No funds from this agreement shall be used to supplant existing federal, state or local funds nor any funding allocations or commitments made before August 31, 2020.</b></p>			<p>Frequency and due dates of reports may change based on federal requirements. DOH will notify LHJ of any changes via email.</p> <p>A final activity report is required prior to DOH releasing the final amount of funding.</p>	
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	<p><b>DOH does recognize the public health response goes beyond December 2020 and authorizes local health jurisdictions the ability to maximize funding streams available to them by using short term funding first to have longer term funding available to continue to support the local health jurisdiction response activities beyond December 2020 as applicable.</b></p>				
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**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

Deliverables are to be submitted to the ConCon deliverables mailbox at [concondeliverables@doh.wa.gov](mailto:concondeliverables@doh.wa.gov)

**Special Requirements**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require 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 the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

Please reference the Code of Federal Regulations:

[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200\\_1439](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439)

**Allowable Activities** - See list of allowable activities below, Appendix 2 from Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020 and a link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The purpose of this document is to provide guidance to recipients of the funding

**DOH Program Contact**

Tory Henderson, Contracts & Finance Specialist

Department of Health

P O Box 47960, Olympia, WA 98504-7960

360-236-4596 / [tory.henderson@doh.wa.gov](mailto:tory.henderson@doh.wa.gov)



**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Foundational Public Health Services (FPHS) - Effective July 1, 2019

**Local Health Jurisdiction Name:** Whatcom County Health Department

**Contract Number:** CLH18267

**SOW Type:** Revision      **Revision # (for this SOW)** 1

**Period of Performance:** July 1, 2019 through December 31, 2020

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Periodic Distribution
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**Statement of Work Purpose:** The purpose of this statement of work is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of July 1, 2019 through June 30, 2021.

**Note:** The total consideration is for the period of July 1, 2019 through June 30, 2021. 2019-2021 biennial funding allocations will be divided into four six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July, 1, 2019; January 1, 2020; July 1, 2020; January 1, 2021.

Pending execution of a one-year extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, DOH plans to extend the period of performance and funding in this statement of work through June 30, 2021. The final disbursement of funds scheduled for January 1, 2021 and deliverable due dates after December 31, 2020 are included in this statement of work for informational purposes only and will be carried forward into the extended contract term beginning January 1, 2021.

**FPHS funds must be spent in the state fiscal year (SFY) in which they are disbursed:** SFY20 07/01/19-06/30/20 and SFY21 07/01/20-06/30/21.

2019-2021 Biennial Allocation: \$378,452

Annual Allocation: \$189,226

Six Month Disbursement: \$94,613

**Revision Purpose:** The purpose of this revision is to increase the 2019-2021 funding allocation, add task 2 and funding to address hepatitis C, revise the SFY20 deliverable due date for task 1, and add language in the Program Specific Requirements/Narrative section concerning flexible use of FPHS funding during the COVID-19 pandemic response.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding (LHJ Use) Start Date	Period Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
FPHS FUNDING FOR LHJS	N/A	336.04.25	99202101	07/01/19	06/30/20	120,699	28,000	148,699
FPHS FUNDING FOR LHJS	N/A	336.04.25	99202101	07/01/20	12/31/20	120,699	28,000	148,699
FPHS - Hepatitis C	N/A	336.04.25	99202101	07/01/19	06/30/20	0	40,527	40,527
FPHS - Hepatitis C	N/A	336.04.25	99202101	07/01/20	12/31/20	0	40,527	40,527
<b>TOTALS</b>						<b>241,398</b>	<b>137,054</b>	<b>378,452</b>



Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	These funds are for delivering ANY or all of the FPHS communicable disease, environmental public health or assessment service and can also be used for any of the other FPHS capabilities that support these FPHS as defined in the most current version of FPHS Definitions.	Annual Report (template provided by DOH) for SFY20 (07/01/19 – 06/30/20)  Annual Report (template provided by DOH) for SFY21 (07/01/20 – 06/30/21)	By <del>08/15/20</del> 09/15/20 <i>Note: January 2021 payment is dependent on submission of this annual report.</i>  By 08/15/21	Funds are available beginning July 1, 2019. Half of the annual allocation will be disbursed each July upon receipt of the Annual Report and the second half will be disbursed each January.  Note: Funds must be spent in the state fiscal year (SFY) in which they are disbursed.
2	<i>FPHS Hepatitis C – Address Hepatitis C cases in the jurisdiction per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models.</i>  <i>The priorities for SFY21 (July 2020 – June 2021) are:</i> <ul style="list-style-type: none"> <li><i>Surveillance – entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS.</i></li> <li><i>Investigation – focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color or other historically marginalized population, and incorporate Hepatitis B work.</i></li> </ul>			<i>\$81,054 for the biennium.</i>  <i>Annual distribution amount: \$40,527</i>  <i>The allocation of these funds is based on burden of disease using the most current Hepatitis C data. Allocations will be revised using updated data biennially.</i>  <i>These FPHS funds are for long-term core FPHS investments in Hepatitis C elimination as directed by the FPHS Steering Committee. However in order to make use of the funds available this 19-21 biennium, and in each specific SFY during the COVID-19 response, flexibility is allowed and these funds can be used for other FPHS activities like responding to COVID-19.</i>

Tasks/Activities/Description	Impact Measures
<b>Control of Communicable Disease and Other Notifiable Conditions</b> <ol style="list-style-type: none"> <li>Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other <u>notifiable conditions</u>.</li> <li>Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions.</li> <li>Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates.</li> </ol>	<p>Percent of toddlers and school age children that have completed the standard series of recommended vaccinations.</p> <p>Percent of new positive Hepatitis C lab reports that are received electronically which have a completed case report.</p> <p>Percent of new positive Hepatitis C case reports with completed investigations.</p> <p>Percent of Gonorrhea cases investigated.</p>



Tasks/Activities/Description	Impact Measures
<ol style="list-style-type: none"> <li>4. Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines.</li> <li>5. Ensure availability of public health laboratory services for disease investigations and response, and reference and confirmatory testing related to communicable diseases and notifiable conditions.</li> <li>6. When Additional Important Services (AIS) are delivered regarding prevention and control of communicable disease and other notifiable conditions, ensure that they are well coordinated with foundational services.</li> </ol>	<p>Percent of Gonorrhea cases investigated that are receiving dual treatment (treatment for both Gonorrhea and Chlamydia at the same time)</p> <p>Percent of newly diagnosed syphilis cases that receive partner services interview.</p>
<p><b>Environmental Public Health</b></p> <ol style="list-style-type: none"> <li>1. Provide timely, state and locally relevant and accurate information statewide and to communities on environmental public health issues and health impacts from common environmental or toxic exposures.</li> <li>2. Identify statewide and local community environmental public health assets and partners, and develop and implement a prioritized prevention plan to protect the public’s health by preventing and reducing exposures to health hazards in the environment, seek resources and advocate for high priority policy initiatives.</li> <li>3. Conduct environmental public health investigations, inspections, sampling, laboratory analysis and oversight to protect food, <u>recreational water</u>, drinking water and liquid waste and solid waste systems in accordance with local, state and federal laws and regulations.</li> <li>4. Identify and address priority notifiable zoonotic conditions (e.g. those transmitted by birds, insects, rodents, etc.), air-borne conditions and other public health threats related to environmental hazards.</li> <li>5. Protect the population from unnecessary radiation exposure in accordance with local, state and federal laws and regulations.</li> <li>6. Participate in broad land use planning and sustainable development to encourage decisions that promote positive public health outcomes</li> <li>7. When Additional Important Services (AIS) are delivered regarding environmental public health, assure that they are well coordinated with foundational services.</li> </ol>	<p>TBD</p>
<p><b>Assessment (Surveillance and Epidemiology)</b></p> <ol style="list-style-type: none"> <li>1. Ability to collect sufficient, statewide and community level data and develop and maintain electronic information systems to guide public health planning and decision making at the state, regional and local level.</li> <li>2. <u>Ability to</u> access, analyze, use and interpret data.</li> <li>3. <u>Ability to</u> conduct a comprehensive community or statewide health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health.</li> </ol>	<p>TBD</p>
<p><b>Emergency Preparedness (All Hazards).</b></p> <ol style="list-style-type: none"> <li>1. Ability to develop emergency response plans for natural and man-made public health hazards; train public health staff for emergency response roles and routinely exercise response plans.</li> <li>2. Ability to lead the Emergency Support Function 8 – Public Health &amp; Medical and/or a public health response for the county, region, jurisdiction and state.</li> <li>3. Ability to activate and mobilize public health personnel and response teams; request and deploy resources; coordinate with public sector, private sector and non-profit response partners and manage public health and medical emergencies utilizing the incident command system.</li> </ol>	<p>TBD</p>



Tasks/Activities/Description	Impact Measures
<p>4. Ability to communicate with diverse communities across different media, with emphasis on populations that are disproportionately challenged during disasters, to promote resilience in advance of disasters and protect public health during and following disasters.</p> <p><b>Communication.</b></p> <ol style="list-style-type: none"> <li>1. Ability to engage and maintain ongoing relations with local and statewide media.</li> <li>2. Ability to develop and implement a communication strategy, in accordance with Public Health Accreditation Standards, to increase visibility of public health issues. This includes the ability to provide information on health risks, healthy behaviors, and disease prevention in culturally and linguistically appropriate formats for the various communities served.</li> </ol> <p><b>Policy Development and Support</b></p> <ol style="list-style-type: none"> <li>1. Ability to develop basic public health policy recommendations. These policies must be evidence-based, or, if innovative/promising, must include evaluation plans.</li> <li>2. Ability to work with partners and policy makers to enact policies that are evidence-based (or are innovative or promising and include evaluation plans) and that address the social determinants of health and health equity.</li> <li>3. Ability to utilize cost-benefit information to develop an efficient and cost-effective action plan to respond to the priorities identified in a community and/or statewide health assessment.</li> </ol> <p><b>Community Partnership Development</b></p> <ol style="list-style-type: none"> <li>1. Ability to create and maintain relationships with diverse partners, including health-related national, statewide and community-based organizations; community groups or organizations representing populations experiencing health inequity; private businesses and health care organizations; Tribal Nations, and local, state and federal government agencies and leaders.</li> <li>2. Ability to select and articulate governmental public health roles in programmatic and policy activities and coordinate with these partners.</li> </ol>	
<p>Business Competencies – Leadership Capabilities; Accountability and Quality Assurance Capabilities; Quality Improvement Information; Technology Capabilities; Human Resources Capabilities; Fiscal Management, Contract and Procurement Capabilities; Facilities and Operations; Legal Capabilities.</p>	<p>TBD</p>

**Program Specific Requirements/Narrative**

**Special References (RCWs, WACs, etc)**

Link to 2SHB 1497 – <http://lawfilesexternal.wa.gov/biennium/2019-20/Pdf/Bills/House%20Passed%20Legislature/1497-S2.PL.pdf>

**FPHS Definitions**

[www.doh.wa.gov/fphsresources](http://www.doh.wa.gov/fphsresources)

**Special Instructions**

There are two different BARS Revenue Codes for “state flexible funds” to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor’s Office (SAO’s) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.



**336.04.24 – County Public Health Assistance**

Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

**336.04.25 – Foundational Public Health Services**

Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

SAO's [BARS Manual](#)

*Flexibility During COVID-19 Pandemic Response – FPHS funds are for long-term core FPHS investments as directed by the FPHS Steering Committee. However, in order to make use of the funds available for the 19-21 biennium and in each specific state fiscal year (SFY) during the COVID-19 response, flexibility is allowed and these funds can be used for other FPHS activities like responding to COVID-19.*

**Deliverables are to be submitted to Marie Flake at [marie.flake@doh.wa.gov](mailto:marie.flake@doh.wa.gov)**

**DOH Program Contact**

Marie Flake, Special Projects, Foundational Public Health Services

Washington State Department of Health

PO Box 47890, Olympia, WA 98504-7890

Phone 360-236-4063 / Mobile 360-951-7566

Fax 360.236.4024 / [marie.flake@doh.wa.gov](mailto:marie.flake@doh.wa.gov)

**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** OICP CARES Enhanced Influenza Coverage Project - Effective July 1, 2020

**Local Health Jurisdiction Name:** Whatcom County Health Department

**Contract Number:** CLH18267

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** July 1, 2020 through December 31, 2020

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose of this statement of work is to contract with local health to conduct activities to improve influenza immunization coverage rates.

NOTE: Pending execution of an extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, the period of performance and funding in this statement of work will be extended to include the deliverable due in March 2021.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY21 Enhanced Influenza Coverage CARES	93.268	333.93.26	74310219	07/01/20	12/31/20	0	6,735	6,735
<b>TOTALS</b>						<b>0</b>	<b>6,735</b>	<b>6,735</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to work with partners on activities that implement evidence-based strategies to increase influenza immunization coverage rates for adult population, increase immunization and promotion activities targeted at populations at higher risk for COVID-19 and those that support them, uninsured and underinsured populations, and improve collaboration with community partners. The proposal must include a line-item, object-based budget and must meet the goals and objectives outlined in the <i>Local Health Jurisdiction Enhanced Influenza Coverage Funding Opportunity Guidelines</i> .		Written proposal, to include a line-item, object-based budget (template will be provided) and a report that shows starting immunization rates for the target population	July 28, 2020	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.  *See Restrictions on Funds below.



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.		Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	December 31, 2020	
3	Conduct an evaluation of the interventions implemented		Final written report, including a report showing ending influenza immunization rates for the target population (template will be provided)	March 31, 2021	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

**Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require 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 the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)**

Allowable Uses of Federal Operations Funds document (dated 12/20/2017) is posted on the DOH Consolidated Contract website at this [link](#). These federal funds may not be used for expenses related to travel or attendance at any non-DOH sponsored conference, training, or event without prior written approval from the DOH Office of Immunization and Child Profile.

**DOH Program Contacts**

Tawney Harper, MPA  
Deputy Director | Operations Manager  
Office of Immunization and Child Profile  
Department of Health  
PO Box 47843, Olympia WA 98504-7843  
[tawney.harper@doh.wa.gov](mailto:tawney.harper@doh.wa.gov), 360-236-3525

**DOH Program Contact**

Misty Ellis, Project Manager  
CDC Public Health Advisor  
Office of Immunization and Child Profile  
Department of Health  
PO Box 47843, Olympia WA 98504-7843  
[misty.ellis@doh.wa.gov](mailto:misty.ellis@doh.wa.gov), 360-236-3675



Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY21 USDA WIC Program Mgnt CSS	NGA Not Received	N/A	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$69,165	\$69,165	\$906,180
FFY20 USDA WIC Program Mgnt CSS	207WAWA7W1003	N/A	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$276,660	\$276,660	
FFY19 CSS USDA WIC Program Mgnt	187WAWA7W1003	N/A	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$276,660	\$276,660	
FFY18 CSS USDA WIC Program Mgnt	187WAWA7W1003	Amd 2	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$1,400	\$283,695	
FFY18 CSS USDA WIC Program Mgnt	187WAWA7W1003	Amd 1	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$74,800		
FFY18 CSS USDA WIC Program Mgnt	187WAWA7W1003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$207,495		
FFY18 CSS USDA BF Peer Counseling	187WAWA1W5003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$19,139	\$19,139	\$19,139
FFY18 CSS USDA FMNP Prog Mgnt	187WAWA7Y8604	Amd 2	10.572	333.10.57	01/01/18	09/30/18	10/01/17	09/30/18	\$350	\$350	\$350
<b>BITV-COVID Ed LHJ Allocation-CARES</b>	<b>NGA Not Received</b>	<b>Amd 17</b>	<b>21.019</b>	<b>333.21.01</b>	07/01/20	12/30/20	07/01/20	12/30/20	<b>\$304,831</b>	<b>\$304,831</b>	<b>\$304,831</b>
<b>COVID LHJ OFM Allocation-CARES</b>	<b>NGA Not Received</b>	<b>Amd 17</b>	<b>21.019</b>	<b>333.21.01</b>	03/01/20	12/30/20	03/01/20	12/30/20	<b>\$4,506,000</b>	<b>\$4,506,000</b>	<b>\$4,506,000</b>
PS SSI 1-5 BEACH Task 4	01J18001	Amd 13	66.123	333.66.12	01/01/20	10/31/20	07/01/17	06/30/23	\$5,350	\$5,350	\$14,350
PS SSI 1-5 BEACH Task 4	01J18001	Amd 7	66.123	333.66.12	03/01/19	10/31/19	07/01/17	06/30/23	\$4,500	\$4,500	
PS SSI 1-5 BEACH Task 4	01J18001	Amd 1	66.123	333.66.12	03/01/18	10/31/18	07/01/17	06/30/23	\$4,500	\$4,500	
FFY19 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 7	66.472	333.66.47	03/01/19	10/31/19	12/15/18	10/31/19	\$8,500	\$8,500	\$17,000
FFY18 Swimming Beach Act Grant IAR (ECY)	00J75501	Amd 1	66.472	333.66.47	03/01/18	10/31/18	12/15/17	12/14/18	\$8,500	\$8,500	
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$2,811	\$156,137	\$156,137
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$153,326		
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$32,332	\$95,357	\$95,357
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$63,025		
<b>FFY20 PHEP BP2 LHJ Funding</b>	<b>NU90TP922043</b>	<b>Amd 17</b>	<b>93.069</b>	<b>333.93.06</b>	07/01/20	12/31/20	07/01/20	06/30/21	<b>\$93,683</b>	<b>\$93,683</b>	<b>\$249,821</b>
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 10	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	\$156,138	\$156,138	
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$3,121	\$3,121	\$3,121
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$11,279	\$11,279	\$11,279
<b>FFY21 Enhanced Influenza Coverage CARES</b>	<b>NH23IP922619</b>	<b>Amd 17</b>	<b>93.268</b>	<b>333.93.26</b>	07/01/20	12/31/20	06/05/20	06/30/21	<b>\$6,735</b>	<b>\$6,735</b>	<b>\$6,735</b>
FFY17 Increasing Immunization Rates	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$13,470	\$13,470	\$13,470



EXHIBIT B-17  
ALLOCATIONS  
Contract Term: 2018-2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY21 PPHF Ops	NH23IP922619	Amd 16	93.268	333.93.26	07/01/20	12/31/20	07/01/20	06/30/21	\$500	\$500	\$2,500
FFY20 PPHF Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$1,000	\$1,000	
FFY17 PPHF Ops	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$1,000	\$1,000	
FFY21 VFC Ops	NH23IP922619	Amd 16	93.268	333.93.26	07/01/20	12/31/20	07/01/20	06/30/21	\$6,735	\$6,735	\$25,774
FFY20 VFC Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$13,470	\$13,470	
FFY17 VFC Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$5,569	\$5,569	
FFY19 COVID CARES	NU50CK000515	Amd 16	93.323	333.93.32	06/01/20	12/31/20	06/01/20	06/30/21	\$354,072	\$354,072	\$354,072
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 14	93.354	333.93.35	01/20/20	12/31/20	01/01/20	06/30/21	\$287,918	\$287,918	\$287,918
FFY16 PPHF Adolescent AFIX	1NH23IP922562-01-00	Amd 2	93.733	333.93.73	01/01/18	08/31/18	09/30/16	09/29/18	\$1,000	\$2,600	\$2,600
FFY16 PPHF Adolescent AFIX	1NH23IP922562-01-00	N/A	93.733	333.93.73	01/01/18	08/31/18	09/30/16	09/29/18	\$1,600		
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19	09/30/20	10/01/19	09/30/20	\$142,176	\$142,176	\$390,984
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	\$142,176	\$142,176	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$106,632	\$106,632	
<b>FEMA-75 COVID LHJ Allocation</b>	<b>NGA Not Received</b>	<b>Amd 17</b>	<b>97.036</b>	<b>333.97.03</b>	07/01/20	12/30/20	07/01/20	12/30/20	<b>\$914,493</b>	<b>\$914,493</b>	<b>\$914,493</b>
GFS-Group B (FO-NW)		Amd 10	N/A	334.04.90	07/01/20	12/31/20	07/01/19	06/30/21	\$5,000	\$5,000	\$10,000
GFS-Group B (FO-NW)		Amd 10	N/A	334.04.90	07/01/19	06/30/20	07/01/19	06/30/21	\$5,000	\$5,000	
GFS-Group B (FO-NW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	(\$5,000)	\$0	\$0
GFS - Group B (FO-NW)		N/A	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	\$5,000		
FY2 Group B Programs for DW (FO-NW)		Amd 3	N/A	334.04.90	07/01/18	06/30/19	07/01/17	06/30/19	\$10,000	\$10,000	\$15,000
FY1 Group B Programs for DW (FO-NW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	\$5,000	\$5,000	
State Drug User Health Program		Amd 16	N/A	334.04.91	07/01/20	12/31/20	07/01/19	06/30/21	\$34,535	\$34,535	\$152,740
State Drug User Health Program		Amd 9	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$69,070	\$69,070	
State Drug User Health Program		Amd 7	N/A	334.04.91	01/01/19	06/30/19	07/01/18	06/30/19	\$4,866	\$49,135	
State Drug User Health Program		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/18	06/30/19	\$44,269		
State HIV CS/End AIDS WA		Amd 7	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$3,750	\$11,250	\$18,750
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$7,500		
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	10/01/18	12/31/18	07/01/17	06/30/19	\$7,500	\$7,500	



EXHIBIT B-17  
ALLOCATIONS  
Contract Term: 2018-2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
State HIV Prevention		Amd 6	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$4,866	\$60,186	\$73,936
State HIV Prevention		Amd 5	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$41,570		
State HIV Prevention		N/A	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$13,750		
State HIV Prevention		N/A	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/19	\$13,750	\$13,750	
FY20/21 COVID-19 Disaster Response Acct		Amd 14	N/A	334.04.92	01/20/20	12/31/20	01/01/20	06/30/21	\$262,082	\$262,082	\$262,082
SFY2 Lead Environments of Children		Amd 8	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	(\$3,000)	\$0	\$3,000
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$3,000		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$3,000	\$3,000	
SFY21 Marijuana Education		Amd 9	N/A	334.04.93	07/01/20	12/31/20	07/01/20	06/30/21	\$409,588	\$409,588	\$819,176
SFY20 Marijuana Education		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$409,588	\$409,588	
SFY19 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$409,588	\$409,588	\$670,910
SFY18 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$81,528	\$261,322	
SFY18 Marijuana Tobacco Edu		N/A	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$179,794		
Rec Shellfish/Biotoxin		Amd 16	N/A	334.04.93	07/01/19	12/31/20	07/01/19	06/30/21	\$13,000	\$29,000	\$57,500
Rec Shellfish/Biotoxin		Amd 12, 16	N/A	334.04.93	07/01/19	12/31/20	07/01/19	06/30/21	\$5,000		
Rec Shellfish/Biotoxin		Amd 9, 16	N/A	334.04.93	07/01/19	12/31/20	07/01/19	06/30/21	\$11,000		
Rec Shellfish/Biotoxin		Amd 8	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$8,000	\$28,500	
Rec Shellfish/Biotoxin		Amd 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$3,000		
Rec Shellfish/Biotoxin		Amd 3	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$500		
Rec Shellfish/Biotoxin		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$17,000		
FFY20 Swim Beach Act Grant IAR (ECY-ALEA)		Amd 15	N/A	334.04.96	03/01/20	10/31/20	12/15/19	12/14/20	\$6,840	\$6,840	\$6,840
<b>FPHS Funding for LHJs</b>		<b>Amd 17</b>	<b>N/A</b>	<b>336.04.25</b>	07/01/20	12/31/20	07/01/19	06/30/21	<b>\$68,527</b>	<b>\$189,226</b>	<b>\$499,151</b>
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/20	12/31/20	07/01/19	06/30/21	\$120,699		
<b>FPHS Funding for LHJs</b>		<b>Amd 17</b>	<b>N/A</b>	<b>336.04.25</b>	07/01/19	06/30/20	07/01/19	06/30/21	<b>\$68,527</b>	<b>\$189,226</b>	
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$120,699		
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	\$120,699	\$120,699	
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	(\$10,200)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	\$10,200		



EXHIBIT B-17  
ALLOCATIONS  
Contract Term: 2018-2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	(\$2,000)	\$2,800	\$2,800
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$1,600		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$3,200		
YR 22 SRF - Local Asst (15%) (FO-NW) SS		Amd 15	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	(\$4,600)	\$4,000	\$4,000
YR 22 SRF - Local Asst (15%) (FO-NW) SS		Amd 12	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	\$6,600		
YR 22 SRF - Local Asst (15%) (FO-NW) SS		Amd 11, 12	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	\$400		
YR 22 SRF - Local Asst (15%) (FO-NW) SS		Amd 10, 12	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	\$1,600		
Sanitary Survey Fees (FO-NW) SS State		Amd 15	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	(\$4,600)	\$6,800	\$6,800
Sanitary Survey Fees (FO-NW) SS-State		Amd 12	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	\$6,600		
Sanitary Survey Fees (FO-NW) SS-State		Amd 11, 12	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	\$400		
Sanitary Survey Fees (FO-NW) SS-State		Amd 10, 12	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	(\$400)		
Sanitary Survey Fees (FO-NW) SS-State		Amd 6, 12	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	\$1,600		
Sanitary Survey Fees (FO-NW) SS-State		Amd 3, 6, 12	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	(\$7,000)		
Sanitary Survey Fees (FO-NW) SS-State		N/A, Amd 3, 6, 1	N/A	346.26.65	01/01/18	12/31/20	07/01/17	06/30/21	\$10,200		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	(\$4,000)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$4,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	(\$4,000)	\$2,000	\$2,000
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$2,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$4,000		
YR 22 SRF - Local Asst (15%) (FO-NW) TA		Amd 15	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	(\$2,000)	\$4,000	\$4,000
YR 22 SRF - Local Asst (15%) (FO-NW) TA		Amd 12	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	\$4,000		
YR 22 SRF - Local Asst (15%) (FO-NW) TA		Amd 10, 12	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	\$2,000		
<b>TOTAL</b>									<b>\$10,890,796</b>	<b>\$10,890,796</b>	
<b>Total consideration:</b>				<b>\$4,928,000</b>						<b>GRAND TOTAL</b>	<b>\$10,890,796</b>
				<b>\$5,962,796</b>							
<b>GRAND TOTAL</b>				<b>\$10,890,796</b>						<b>Total Fed</b>	<b>\$8,282,111</b>
										<b>Total State</b>	<b>\$2,608,685</b>

\*Catalog of Federal Domestic Assistance

\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".



# Exhibit C-15 Schedule of Federal Awards

AMENDMENT #17

Date: July 15, 2020

WHATCOM COUNTY HEALTH DEPT-SWW0002425-01  
 CONTRACT CLH18267 - Whatcom County Health Department  
 CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY21 USDA WIC PROGRAM MGMT CSS	333.10.55	NGA Not Received	NGA Not Received	10/01/20	12/31/20	\$69,165	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY20 USDA WIC PROGRAM MGMT CSS	333.10.55	10/01/19	\$6,161,312	10/01/19	09/30/20	\$276,660	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY19 CSS USDA WIC PROGRAM MGMT	333.10.55	10/01/17	\$40,101,357	10/01/18	09/30/19	\$276,660	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA WIC PROGRAM MGMT	333.10.55	10/02/17	\$27,576,710	01/01/18	09/30/18	\$283,695	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	USDA-WIC ADMIN
FFY18 CSS USDA BF PEER COUNSELING	333.10.55	10/01/17	\$1,318,273	01/01/18	09/30/18	\$19,139	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA1W5003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA FMNP PROG MGNT	333.10.57	10/01/17	\$86,117	01/01/18	09/30/18	\$350	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	187WAWA7Y8604	COMMODITY ASSISTANCE PROGRAM
COVID LHJ OFM ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	03/01/20	12/30/20	\$4,506,000	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received
BITV-COVID ED LHJ ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	07/01/20	12/30/20	\$304,831	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received
PS SSI 1-5 BEACH TASK 4	333.66.12	08/02/16	\$9,200,000	03/01/18	10/31/20	\$14,350	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
FFY19 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/01/18	\$91,991	03/01/19	10/31/19	\$8,500	66.472	Beach Monitoring and Notificaiton Program Implementation Grants	Environmental Protection Agency Office of Water	01J49701	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY18 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/15/17	\$91,990	03/01/18	10/31/18	\$8,500	66.472	Beach Monitoring and Notificaiton Program Implementation Grants	Environmental Protection Agency Office of Water	00J75501	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY20 PHEP BP2 LHJ FUNDING	333.93.06	06/12/20	\$11,365,797	07/01/20	12/31/20	\$93,683	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY19 PHEP BP1 LHJ FUNDING	333.93.06	06/29/19	\$11,307,904	07/01/19	06/30/20	\$156,138	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY18 EPR PHEP BP1 SUPP LHJ FUNDING	333.93.06	08/01/18	\$11,062,782	07/01/18	06/30/19	\$156,137	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY17 EPR PHEP BP1 LHJ FUNDING	333.93.06	07/18/17	\$11,062,782	01/01/18	06/30/18	\$95,357	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
FFY21 VFC OPS	333.93.26	07/01/20	\$9,082,252	07/01/20	12/31/20	\$6,735	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM



# Exhibit C-15 Schedule of Federal Awards

AMENDMENT #17

Date: July 15, 2020

WHATCOM COUNTY HEALTH DEPT-SWW0002425-01  
 CONTRACT CLH18267 - Whatcom County Health Department  
 CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY21 PPHF OPS	333.93.26	07/01/20	\$9,082,252	07/01/20	12/31/20	\$500	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY21 ENHANCED INFLUENZA COVERAGE CARES	333.93.26	08/13/20	\$12,548,955	07/01/20	12/31/20	\$6,735	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY20 VFC OPS	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$13,470	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY20 PPHF OPS	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$1,000	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY17 VFC OPS	333.93.26	03/03/17	\$1,201,605	01/01/18	06/30/18	\$5,569	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 PPHF OPS	333.93.26	06/29/18	\$3,634,512	07/01/18	06/30/19	\$1,000	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 INCREASING IMMUNIZATION RATES	333.93.26	06/29/18	\$1,722,443	07/01/18	06/30/19	\$13,470	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 AFIX	333.93.26	03/03/17	\$1,672,289	01/01/18	06/30/18	\$11,279	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 317 OPS	333.93.26	03/03/17	\$575,969	01/01/18	06/30/18	\$3,121	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY19 COVID CARES	333.93.32	04/23/20	\$22,581,799	06/01/20	12/31/20	\$354,072	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY, CDC COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1802
FFY20 CDC COVID-19 CRISIS RESP LHJ-TRIBE	333.93.35	03/16/20	\$13,230,799	01/20/20	12/31/20	\$287,918	93.354	Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922069	PPHF 2016: INCREASING HPV VACCINE COVERAGE BY STRENGTHENING ADOLESCENT AFIX ACTIVITIES, FUNDED IN PART BY 2016
FFY16 PPHF ADOLESCENT AFIX	333.93.73	08/29/16	\$500,000	01/01/18	08/31/18	\$2,600	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part	Department of Health and Human Services Centers for Disease Control and Prevention	1NH23IP922562-01-00	PPHF 2016: INCREASING HPV VACCINE COVERAGE BY STRENGTHENING ADOLESCENT AFIX ACTIVITIES, FUNDED IN PART BY 2016
FFY20 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/19	09/30/20	\$142,176	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY19 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/18	09/30/19	\$142,176	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY18 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	\$1,650,528	01/01/18	06/30/18	\$106,632	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES
FEMA-75 COVID LHJ ALLOCATION	333.97.03	NGA Not Received	NGA Not Received	07/01/20	12/30/20	\$914,493	97.036	Disaster Grants-Public Assistance (Presidentially Declared Disasters)	Department of Homeland Security	NGA Not Received	NGA Not Received



**Exhibit C-15 Schedule of Federal Awards**

**AMENDMENT #17**

**Date: July 15, 2020**

WHATCOM COUNTY HEALTH DEPT-SWW0002425-01  
 CONTRACT CLH18267 - Whatcom County Health Department  
 CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				TOTAL		\$8,282,111					





# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: **AB2020-412**

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<b>File ID:</b>	AB2020-412	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	09/22/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	09/29/2020	<b>Enactment #:</b>			

---

Primary Contact Email: Tschroed@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a subrecipient agreement between Whatcom County and Bellingham Food Bank for costs associated with food insecurity resulting from the COVID-19 emergency in an amount not to exceed \$400,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Routing Form - Original, Memo - Original, Agreement - Original



# MEMORANDUM

TO: Whatcom County Council Members

FROM: Satpal Singh Sidhu, County Executive  
Tyler Schroder, Deputy Executive

DATE: September 25, 2020

SUBJECT: Proposed Food Security Support Measures (CARES Act Expenditures)

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The COVID-19 crisis has significantly increased food security risks in Whatcom County and disrupted food bank operations. Food banks are experiencing not only greater demand from households struggling with the economic impacts of the pandemic but also are receiving food in larger volumes and from nontraditional sources.

The Whatcom Food Security Task Force (FSTF) was established in March 2020 to address emergency food needs throughout the County, including supporting food banks and feeding organizations revamp their operations. The task force's work has included the development of recommendations for effectively and appropriately spending the \$600,000 in CARES Act funds allocated by Whatcom County (\$400,000) and the City of Bellingham (\$200,000) to address food security needs. As you will note in the subrecipient agreement the community food bank equipment needs are approximately \$475,000. The County, in consultation with the City of Bellingham, is proposing to increase the County's portion to \$475,000 to cover the costs of the equipment.

FSTF surveyed the needs of food banks and feeding organizations to ensure that the recommendations developed reflected the needs of all communities across Whatcom County. The primary objective during the development of the recommendations was to use available CARES Act funding for maximum impact in an efficient manner while minimizing the administrative burden by centralizing procurement efforts where possible.

The task force's top finding was that equipment needs, especially for refrigerated transport vehicles, are essential for meeting new operating requirements associated with the pandemic. Bellingham Food Bank (BFB) serves as the county hub for all food banks and the demand has been increasing sharply during the early months of Covid-19. WA State Dept of Agriculture under the guidance of USDA, has been very responsive to provide food from their regional distribution hubs in the Western USA. Bellingham Food Bank has been receiving significantly higher quantities during COVID



from a variety of new sources as well. Much of this food requires cold storage just for transport back to the rural food banks. Furthermore, the need for home deliveries has also grown exponentially during COVID, as vulnerable segments of the population isolate themselves to avoid contracting the virus. This requires longer time to distribute and longer time to keep the food refrigerated.

FSTF recommends prioritizing spending on equipment and, for the purpose of streamlining the process, proposes that the Bellingham Food Bank serve as the central administrative body for funding, procurement and reporting of the CARES dollars. In consultation with 8 different food banks and food serving organizations, the taskforce identified specific equipment purchases which would address needs arising due to COVID. The total equipment purchases for the food banks is approximately \$475,000. Food acquisition was identified as a secondary priority after equipment, and the task force also recommends sending CARES Act funds to cover these needs. The County Administration supports the FSTF's recommendations, which are elaborated in the attached report (CARES Funding for Food Banks Proposal).

Prior to bringing these recommendations before Council, the County Administration completed a thorough review of the task force's recommendations and their eligibility for funding through CARES Act dollars.

As a reminder, the criteria for these funds are:

- Necessary to respond to the COVID-19 emergency
- Not already budgeted for in the most recent budget as of 3/27/20
- Not filling shortfalls in revenues
- Incurred between 3/1/20-11/30/20

County Administration has been in constant contact with Department of Commerce, State Auditor's Office and in discussions with the Washington State Association of Counties (WSAC) meetings on this subject. Several other rural counties have faced similar situation and have opted to increase capacity for refrigerated food storage and distribution. The County Administration has been engaging to try and receive clear guidance from the State that such capital purchases are appropriate before presenting to the Council for financial approval of the subrecipient agreement. This has taken more time than we anticipated and therefore, we are bringing this contract for emergency expenditure approval from the Council. The window to deploy the CARES ACT funding is closing fast thus promoting swift action from the Council. This week we received clarification communication that acknowledged these purchases meet the eligibility criteria and are clearly aligned with the letter and intent of the CARES Act from the Dept of Commerce and State Auditor's office.

In correspondence with the Department of Commerce, we have been advised of the importance of documenting need to show how expenditures are related to the COVID-19 pandemic. FSTF's report provides ample documentation to this effect. We have also received letters of support from municipalities across the county demonstrating broad



consensus about the task force's recommendations and their importance in our countywide response to COVID-19.

We should recognize that the food security risks triggered by the COVID-19 pandemic are not going away soon. Unemployment remains persistently high, with more than 6000 continuing claims and more than 500 new claims filed every week by Whatcom County residents, three times more than during this time last year. Meanwhile, the impact of federal aid is diminishing and the prospects for additional stimulus are unclear. It is important to act now so that these purchases can be made for the benefit of the many food insecure families throughout Whatcom County.

We are asking the County Council to authorize the County Executive to enter into a subrecipient agreement between Whatcom County and Bellingham Food Bank for costs associated with food insecurity resulting from the COVID-19 emergency in an amount not to exceed \$475,000. This amount is greater than the original allocation of \$400,000 to allow the Bellingham Food Bank to purchase all of the needed equipment through the County's allocation. The City of Bellingham has committed to provide \$200,000 from its CARES Act allocation, which would fully fund the task force's proposal.





**SUBRECIPIENT AGREEMENT BETWEEN WHATCOM COUNTY AND  
BELLINGHAM FOOD BANK FOR FINANCIAL ASSISTANCE THROUGH  
THE CARES ACT TO ADDRESS COUNTY-WIDE FOOD SECURITY  
EXPENSES ARISING FROM THE COVID-19 HEALTH EMERGENCY**

THIS AGREEMENT entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Whatcom, Washington, (herein called the “County” or “Whatcom County”), and the **Bellingham Food Bank** (herein called “Subrecipient”). The County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**WHEREAS**, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund (“CRF”) into which Congress appropriated \$150,000,000,000 to make payments for specified uses to states and certain local governments; and

**WHEREAS**, the CRF is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and October 31, 2020; and

**WHEREAS**, the County adopted Supplemental Budget Ordinance Number 13 (Ordinance 2020-035) amending the 2019-2020 Biennial Budget Increasing Appropriations and Estimated Revenues in the COVID-19 Emergency Response Fund for COVID-19 response programs from the CARES Act grant, including funds to address food insecurity throughout Whatcom County; and

**WHEREAS**, Whatcom County has allotted \$475,000.00 of its CRF funds to address the countywide impacts on food insecurity attributable to the COVID-19 emergency, in addition the City of Bellingham has allotted \$200,000 of its CFR funds to address food insecurity, for a total of at least \$600,000 CRF funds for countywide food insecurity;

**WHEREAS**, food insecurity occurs when community members or households lack reliable access to a sufficient quantity of affordable, nutritious food;

**WHEREAS**, the onset of the COVID-19 pandemic and the implementation of strategies to slow the spread of the COVID-19 virus in the community have substantially increased food insecurity in Whatcom County;

**WHEREAS**, the Whatcom County food banks and feeding organizations are a crucial part of the emergency food system responding to these food security needs;

**WHEREAS**, the COVID-19 emergency has substantially increased the processing and distribution demands and costs of emergency food service throughout Whatcom County;

**WHEREAS**, Whatcom County food banks and feeding organizations require additional resources, including warehouse and transportation equipment, to adequately respond to the food security demands of Whatcom County during the COVID emergency;



**WHEREAS**, the Bellingham Food Bank (“Subrecipient”) serves as the County receiving and administrative hub for all County food banks and feeding organizations, including Blaine Food Bank, Ferndale Food Bank, Project Hope Food Bank (Lynden), Salvation Army, Nooksack Valley Food Bank, and Whatcom County Council on Aging/Meals on Wheels;

**WHEREAS**, the Subrecipient is uniquely situated to identify and respond to the County-wide needs of food banks and feeding organizations arising from the COVID-19 emergency;

**WHEREAS**, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Whatcom County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses to address County-wide food insecurity as provided herein;

**NOW, THEREFORE**, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

### **I. AGREEMENT TERM**

A. This Agreement shall become effective on the date of execution, and end on October 31, 2020 (the “Initial Term”).

B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

C. The County, in its sole and absolute discretion, may terminate this Agreement at any time.

### **II. ACTIVITIES & ELIGIBLE EXPENSES**

#### **A. Activities**

Subrecipient shall be responsible for administering all COVID-19 response in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Allowable activities of Subrecipient must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

#### **B. Eligible Expenses**

Whatcom County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” incurred by Subrecipient as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

### **III. SOURCES OF FUNDING**

Funding for this Agreement may not exceed \$475,000. Funds under the Contract are made available and are 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. This project was supported by federal assistance awarded by the US Department

of the Treasury. Federal assistance funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subrecipient performance of this contract.

#### **IV. NOTICES**

Notices to the County as required by this Agreement shall be delivered in writing and addressed to Whatcom County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

A. Notices to Whatcom County shall be sent to the following address:

Whatcom County Executive's Office  
Attn: Tawni Helms  
Whatcom County Courthouse, Suite 108, 311 Grand Avenue  
Bellingham, WA 98225

B. Notices to Subrecipient shall be sent to the following address:

Name of Subrecipient:  
Bellingham Food Bank  
Mike Cohen, Executive Director  
1824 Ellis Street  
Bellingham, WA 98225  
Mike@bellinghamfoodbank.org

#### **V. TERMS & CONDITIONS**

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance

During the performance of this Agreement, the Subrecipient shall comply with all applicable state, federal and local laws and regulations, including, including, but not limited to, the following:

- Compliance with all applicable terms and condition of the Interagency Agreement between Whatcom County and Washington State Department of Commerce, Whatcom County contract #202006003 attached hereto as Attachment B,
- Compliance with Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020 attached hereto as Attachment C,
- 2 C.F.R. 200.303 regarding internal controls.
- 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- 2 CFR 200, Subpart F regarding audit requirements.

Subcontracts, if any, require prior approval and shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Washington and with all applicable state and local orders, laws, regulations, rules, policies,



and certifications governing any activities undertaken during the performance of this Agreement. Subrecipient also acknowledges that Eligible Expenses funded or reimbursed by Whatcom County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as mentioned above. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control

#### B. Hold Harmless

Subrecipient shall hold harmless, release, and defend Whatcom County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

#### C. Indemnification

The Subrecipient shall defend the County and indemnify and hold the County harmless against any claim or liability of any nature in connection with or arising in any manner out of this Agreement including, without limitation, any breach of covenants, representations, certifications, and warranties made by Recipient in connection with the application or the provisions of Program Award Funds under the Program, and any determination by the County, the United States Treasury, the State of Washington, or any other governmental authority or as otherwise determined by a court of law, that the Recipient’s administration or expenditure of Program Award Funds awarded under the Program was inconsistent with, or in violation of, any applicable law, including the CARES Act, 42 U.S.C. § 801, and any applicable regulations and guidance issued in connection therewith, or any use of the Program Award Funds provided under the Program to the Recipient, or the performance of the services or activities relating thereto, or any other activities of the Recipient, its subcontractors, Agents, independent contractors, or employees. In the event of any dispute between the Subrecipient and its employees, subcontractors or anyone with a claim to some or all of the Recipient’s Program Award Funds, the Recipient shall be responsible for resolution of any such claim and the County shall have no responsibility or obligation in the resolution process or outcome.

Further, to the fullest extent permitted by law, Subrecipient shall also indemnify, defend, and hold harmless the state of Washington, the Department of Commerce, agencies of the state and all officials, agents, and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement.

“Claim” as used in this Agreement, means any financial loss, claim, suit, action, damage, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Subrecipient’s obligation to indemnify, defend, and hold harmless the State includes any claim by Recipient’s agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the County and the State from any claim arising out of or incident to Subrecipient's or subgrantee's/subcontractor's performance or failure to perform the Grant. Subrecipient's obligations to indemnify, defend and hold harmless the County and the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of the County or the State or their agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the County and the State and their agencies, officers, agents or employees.

#### D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the funding under this Agreement.

Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

#### E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

#### H. Suspension or Termination

Whatcom County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;



2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to Whatcom County reports that are incorrect or incomplete in any material respect.

#### I. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

#### J. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities, subrecipients and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

3. Subrecipient certifies that neither it nor any of its subrecipients or contractors are debarred or suspended in accordance with the regulations and requirements stated above.

K. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Washington, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in Whatcom County Superior Court and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

## **VI. ADMINISTRATIVE REQUIREMENTS**

### A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

### B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which

amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by the County back to the County.

#### C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), the County, or any duly authorized representative of The County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of (6) years from the date of submission of the final expenditure report. Records shall be made available upon request to the County, Commerce, state and federal auditors.

#### E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### G. Monitoring & Compliance

The County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.



The Subrecipient shall be audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements and shall provide a copy of the audit to the County. The County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

## H. Payment & Reporting Procedures

### 1. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by the County:

- a. The Subrecipient shall submit itemized invoices and copies of receipts by October 31, 2020. The Subrecipient shall submit invoices to (include contract #):

Whatcom County Executive's Office  
Attn: Tawni Helms  
Whatcom County Courthouse, Suite 108  
311 Grand Avenue  
Bellingham, WA 98225

- b. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Subrecipient. The County may withhold payment of an invoice if the Subrecipient submits it after October 31, 2020.

- c. 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.*

- d. Duplication of Billed Costs or Payments for Service: The Subrecipient shall not bill the County for services performed or provided under this contract, and the County shall not pay the Subrecipient, if the Subrecipient 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.

## VII. PERSONNEL & PARTICIPATION CONDITIONS

### Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Interagency Agreement between Whatcom County and Washington State Department of Commerce, Whatcom County contract #202006003
- Attachment C – Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020

## **IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **X. WAIVER**

Whatcom County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Whatcom County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **XI. CERTIFICATION**

The Subrecipient hereby certifies that they have the authority and approval from their governing body, if applicable, to execute this Agreement and request reimbursement from Whatcom County from the allocation of the Coronavirus Relief Fund provided to Whatcom County for eligible expenditures. The Subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient any manner that does not adhere to official federal guidance shall be returned to Whatcom County.

## **II. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Whatcom County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Whatcom County has no legal requirement to provide funding to any Subrecipient.

## **XIII. SIGNATURE AUTHORITY**



The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Whatcom County.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

BELLINGHAM FOOD BANK

Signed:

Its Duly Authorized Agent

Printed Name: Mike Cohen

Title: Executive Director

Date:

WHATCOM COUNTY, WASHINGTON

Signed:

Its Duly Authorized Agent

Printed Name: Satpal Singh Sidhu

Title: County Executive

Date:

Approved as to form:

Signed: \_\_\_\_\_

Christopher Quinn

Senior Deputy Prosecuting Attorney for Whatcom County

## **ATTACHMENT A**

### **Eligible Expenses.**

The Bellingham Food Bank shall ensure that the funds cover only those costs that are necessary and eligible to comply with public health measures and restrictions arising from the COVID-19 public health emergency. Under this agreement eligible expenses directly attributable to the COVID-19 emergency may include 1) distribution and processing equipment, 2) food purchases, 3) operational expenses, and 4) other qualifying expenses or costs under the CARES Act.

### **Eligible Cost Test.**

The Bellingham Food Bank shall determine whether or not an expense is eligible using the Washington State Department of Commerce's five-part cost test as presented below. If all responses for the particular incurred cost are "true" for all five statements below, the Food Bank may deem the cost is eligible:

- (a) The expense is connected to the COVID-19 emergency;
- (b) The expense is "necessary;"
- (c) The expense is not to fill a shortfall in government revenues;
- (d) The expense is not funded through another budget line-item, allotment or allocation, as of March 27, 2020; and
- (e) The expense would not exist but for COVID -19 or would be for a "substantially different" purpose.





**Interagency Agreement with**

Whatcom County

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

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# CONTRACTOR ORIGINAL

## FACE SHEET

Contract Number: 20-6541C-037

Washington State Department of Commerce  
 Local Government Division  
 Community Capital Facilities Unit  
 Coronavirus Relief Fund for Local Governments

WHATCOM COUNTY  
 CONTRACT NO.  
 202006003

<b>1. Contractor</b> Whatcom County 311 Grand Avenue, Suite 108 Bellingham, Washington 98225		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Tyler Schroeder Deputy County Executive (360) 778-5207 tschroed@co.whatcom.wa.us		<b>4. COMMERCE Representative</b> Emily Hafford Project Manager (360) 725-5001 Fax 360-586-5880 emily.hafford@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$12,391,500.00	<b>6. Funding Source</b> Federal: X State: Other: N/A:	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$12,391,500.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	<b>Indirect Rate (if applicable):</b> 10.00%
<b>10. Tax ID #</b> XXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0002425-09	<b>12. UBI #</b> 371010246	<b>13. DUNS #</b> 060044641
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  Satpal Singh Sidhu, County Executive  06/03/2020 Date  FOR WHATCOM APPROVED AS TO FORM:  Prosecuting Attorney		<b>FOR COMMERCE</b>  Mark K. Barkley, Assistant Director, Local Government Division  6/10/2020 Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are 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.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. CONTRACT MANAGEMENT**

The Representative 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 Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:



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**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

This Contract 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.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.



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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. 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 Dispute Board shall thereafter decide the dispute with the majority prevailing. 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.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they



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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for 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, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

**Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.



**Budget & Invoicing**

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



### LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

<sup>1</sup> <https://www.federalreserve.gov/monetarypolicy/20200401coronavirusreliefact.htm>



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
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- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

CRF A-19 Activity Report  
INSTRUCTIONS

**INSTRUCTIONS:**

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories.

- 1 Medical Expenses
- 2 Public Health Expenses
- 3 Payroll expenses for public employees dedicated to COVID-19
- 4 Expenses to facilitate compliance with COVID-19-measures
- 5 Economic Supports
- 6 Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report.

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed
  - b Identifying specific populations served
  - c Identifying specific programs created or utilized
  - d Including any known or intended outcomes, results, or community impacts
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category
  - b Enter titles into **Cells D10, D19, D27, D36, and D41**
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6
  - b Enter titles into **Cells D44 - D48**
  - c There are only 5 entry fields available within Budget Category 6



Coronavirus Relief Fund  
 A-19-00001 Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and supplier facilities	\$	\$	\$	
B. Temporary public medical facilities & increased capacity	\$	\$	\$	
C. COVID-19 testing - including serological testing	\$	\$	\$	
D. Emergency medical response expenses	\$	\$	\$	
E. Telemedicine capabilities	\$	\$	\$	
F. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$	\$	\$	
B. Medical and protective supplies, including sanitation and PPE	\$	\$	\$	
C. Disinfecting public areas and other facilities	\$	\$	\$	
D. Technical assistance on COVID-19 threat mitigation	\$	\$	\$	
E. Public safety measures undertaken	\$	\$	\$	
F. Quarantining individuals	\$	\$	\$	
G. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$	\$	\$	
B. Public Health	\$	\$	\$	
C. Health Care	\$	\$	\$	
D. Human Services	\$	\$	\$	
E. Economic Development	\$	\$	\$	
F. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>4 Expenses to facilitate compliance with COVID-19 measures</b>				
A. Food access and delivery for residents	\$	\$	\$	
B. Distance learning for school children	\$	\$	\$	
C. Technical capabilities of public employees	\$	\$	\$	
D. Paid sick and paid family and medical leave to public employees	\$	\$	\$	
E. COVID-19-related expenses in county bills	\$	\$	\$	
F. Care and mitigation services for homeless populations	\$	\$	\$	
G. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$	\$	\$	
B. Payroll Support Programs	\$	\$	\$	
C. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>6 Other COVID-19 Expenses</b>				
A. Other	\$	\$	\$	
B. Other	\$	\$	\$	
C. Other	\$	\$	\$	
D. Other	\$	\$	\$	
E. Other	\$	\$	\$	
Sub-Total	\$	\$	\$	
<b>TOTAL:</b>	\$	\$	\$	

**ATTACHMENT C**  
**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated September 2, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

<sup>1</sup> On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

### ***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

### ***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,



will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

### *Nonexclusive examples of eligible expenditures*

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures***<sup>3</sup>

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees**

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

#### ***Substantially different use***

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

#### ***Substantially dedicated***

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term



across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

### ***Public health and public safety***

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

### ***Not substantially dedicated***

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

### ***Covered benefits***

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

## **Supplemental Guidance on Use of Funds to Cover Administrative Costs**

### ***General***

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

### ***Compliance costs related to the Fund***

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonable proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.



# WHATCOM FOOD SECURITY TASK FORCE

## CARES FUNDING FOR FOOD BANKS PROPOSAL

SEPTEMBER 10, 2020

# OVERVIEW: WHATCOM CARES FUNDING FOR FOOD SECURITY

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- The Whatcom Food Security Task Force (FSTF, was established in March 2020 to address COVID-related emergency food needs throughout the County, including supporting food banks and feeding organizations revamp their operations
- The FSTF Food Banks Working Group has convened over the past month to discuss and agree a path forward for spending the \$600,000 CARES funding the City/County have allocated for food security.
- **The FSTF conducted a survey of needs, which served as the initial basis for this discussion. Community-wide needs reflected here DO NOT reflect the full requests from the survey: The recommendations here have been tailored to ONLY reflect needs of Food Banks/Primary Feeding Organizations (listed to the right)**
- The **GOAL of this process** is to **maximize use of available CARES funding** for **maximum impact of identified needs** in an efficient manner **while minimizing the administrative burden** of the process by centralizing procurement efforts where possible

## FSTF Food Bank Working Group Participants

- ▶ Bellingham Food Bank (BPB)
- ▶ Blaine Food Bank
- ▶ Ferndale Food Bank
- ▶ Foothills Food Bank
- ▶ Project Hope Food Bank (Lynden)
- ▶ Salvation Army
- ▶ Nooksack Valley Food Bank
- ▶ Whatcom Council on Aging/ Meals on Wheels
  
- ▶ Whatcom Community Foundation serving as convener

# FINDINGS & RECOMMENDED WAY FORWARD

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- **High Level Findings:**

1. **Equipment needs, especially for vehicles including refrigerated vehicles, are essential for meeting changed operations.** Bellingham Food Bank (BFB) serves as the county hub for all food banks and has been receiving significantly higher quantities during COVID from a variety of new sources . Much of this food requires cold storage just for transport back to the rural food banks. The need for home deliveries has also grown exponentially during COVID.
2. Food purchase needs are secondary priority RIGHT NOW because other programs are filling the gap, but this can change significantly when unemployment benefits or programs change.

- **Agreed Recommendations/Way Forward:**

1. **Although several organizations have operating/facilities needs that are critical path, because the surveyed needs far outweigh the funding available, the Working Group agreed to focus their spending on Equipment and Food Purchases to help to streamline the process**
2. **The recommendation is to purchase the requested Equipment first. Any remaining funding beyond that would go toward a bulk food purchase.**
3. **Bellingham Food Bank (BFB) will serve as the central administrative body for funding, procurement and reporting of the CARES dollars.**

## FSTF Food Bank Working Group Participants

- ▶ Bellingham Food Bank
- ▶ Blaine Food Bank
- ▶ Ferndale Food Bank
- ▶ Foothills Food Bank
- ▶ Project Hope Food Bank (Lynden)
- ▶ Salvation Army
- ▶ Nooksack Valley Food Bank
- ▶ Whatcom Council on Aging/Meals on Wheels
  
- ▶ Whatcom Community Foundation serving as convener



# ELIGIBILITY CRITERIA & DIRECT LINKAGE TO COVID-RELATED NEEDS

- **High Level Eligibility:**

1. **Food Banks and Feeding Organizations ONLY**

- Only Whatcom County-based Food Banks and Feeding Organizations which are already qualified to receive state and federal funding and have primary feeding operations have been included to receive CARES funding. A list of these organizations is to the right.

2. **Expenses directly related to COVID-19 emergency response.**

- All proposed expenses, including the purchase of equipment, are DIRECTLY related to changes or needs that these organizations have in direct response to COVID-19. Please see additional details on the next page.

## Whatcom County Food Banks/Feeding Organizations to receive CARES funding

- ▶ Bellingham Food Bank
- ▶ Blaine Food Bank
- ▶ Ferndale Food Bank
- ▶ Foothills Food Bank
- ▶ Project Hope Food Bank (Lynden)
- ▶ Salvation Army
- ▶ Nooksack Valley Food Bank
- ▶ Whatcom Council on Aging/Meals on Wheels

# ELIGIBILITY CRITERIA & DIRECT LINKAGE TO COVID RELATED NEEDS

## **Equipment Need & Eligibility**

1. Why are these purchases necessary?
  - The Food Banks Working Group went through an extensive process to identify these needs as necessary to address existing and future operational needs related to COVID. Specifically, all of these feeding organizations have seen significant changes in their logistics and feeding operations. This has included not only an increased need for services and food distribution but also the need to evolve their food distribution to include food delivery for vulnerable populations.
2. What is the current state including existing equipment?
  - In all cases, the equipment that is being purchased is new equipment (not replacement of existing) that addresses and supports the evolving needs of these feeding organizations to be able to accommodate food deliveries to vulnerable populations in our community.
3. What is the problem being solved?
  - Bellingham Food Bank (BFB) serves as the county hub for all food banks and has been receiving significantly higher quantities during COVID (please see supporting data on slide 7) from a variety of new sources. Much of this food requires cold storage just for transport back to the rural food banks, effectively requiring at least one dedicated vehicle or refrigerated truck per food bank just to pick up their food distribution from BFB.
  - The need for home deliveries has also grown exponentially during COVID, and the delivery of fresh foods, dairy and meats requires refrigerated vehicles in some cases, especially for food banks that serve long delivery routes (for example, Nooksack's furthest customers are 50 miles away).

# ELIGIBILITY CRITERIA & DIRECT LINKAGE TO COVID RELATED NEEDS

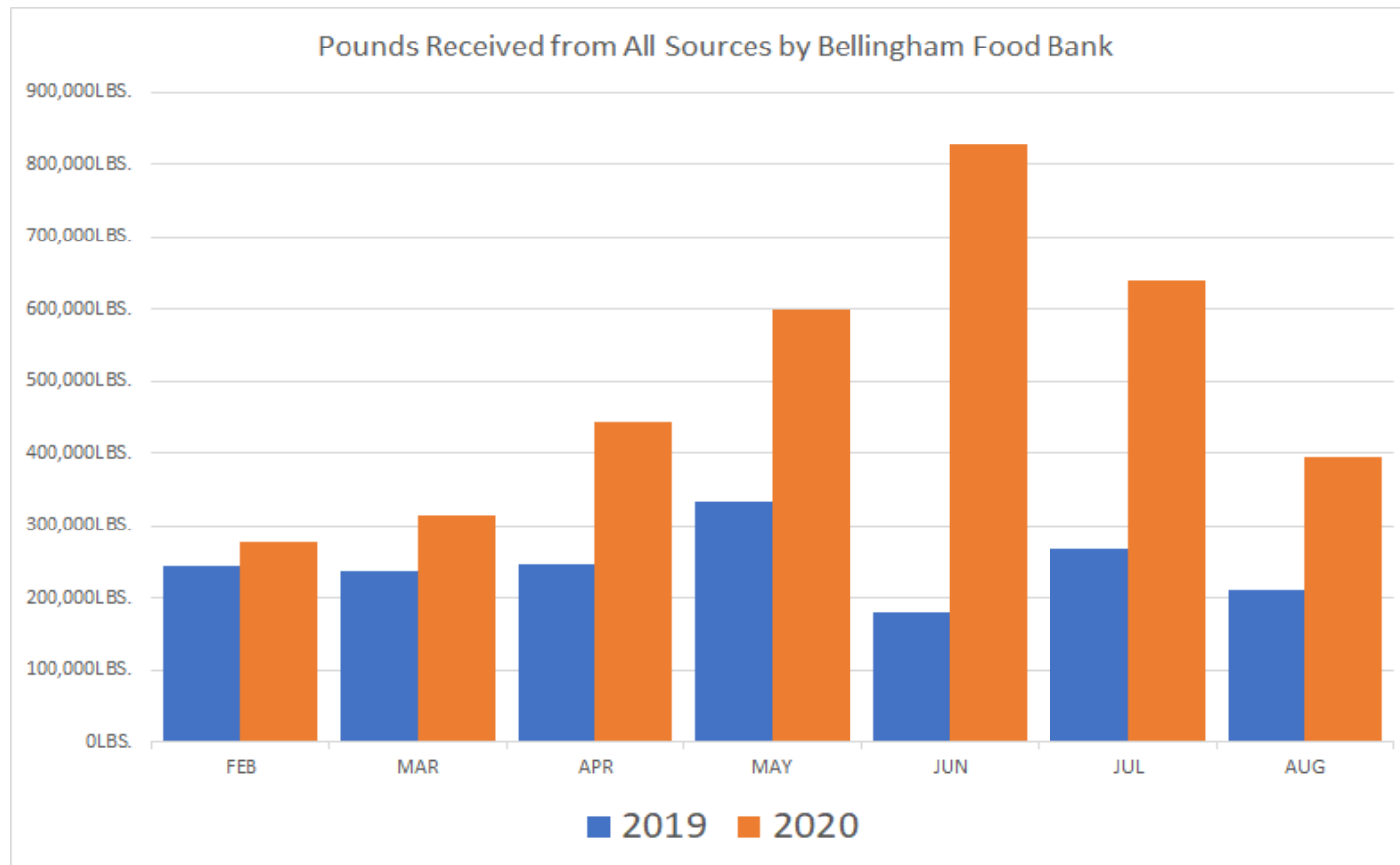
## **Equipment Need & Eligibility**

4. What options were considered and why is this the best option? Were rental and lease options seriously considered?
  - Two sets of equipment have been included in the purchase request: vehicles and logistical equipment like palletjacks and tents.
  - For vehicles we investigated several options to address this need but there is not a viable rental or leasing market for refrigerated food vehicles. Moreover, the specifications for this use are mostly tailored to the needs of these feeding organizations making even a purchase in a secondary market difficult.
  - There is no secondhand or viable leasing market for palletjacks and tents.
  
5. Explain why these needs did not exist prior to COVID.
  - COVID has dramatically changed the operational protocols of these organizations given health guidelines and social distancing requirements, forcing each of them to seriously overhaul their pick-up service and add a home delivery service given the needs of high risk and vulnerable populations in our community.



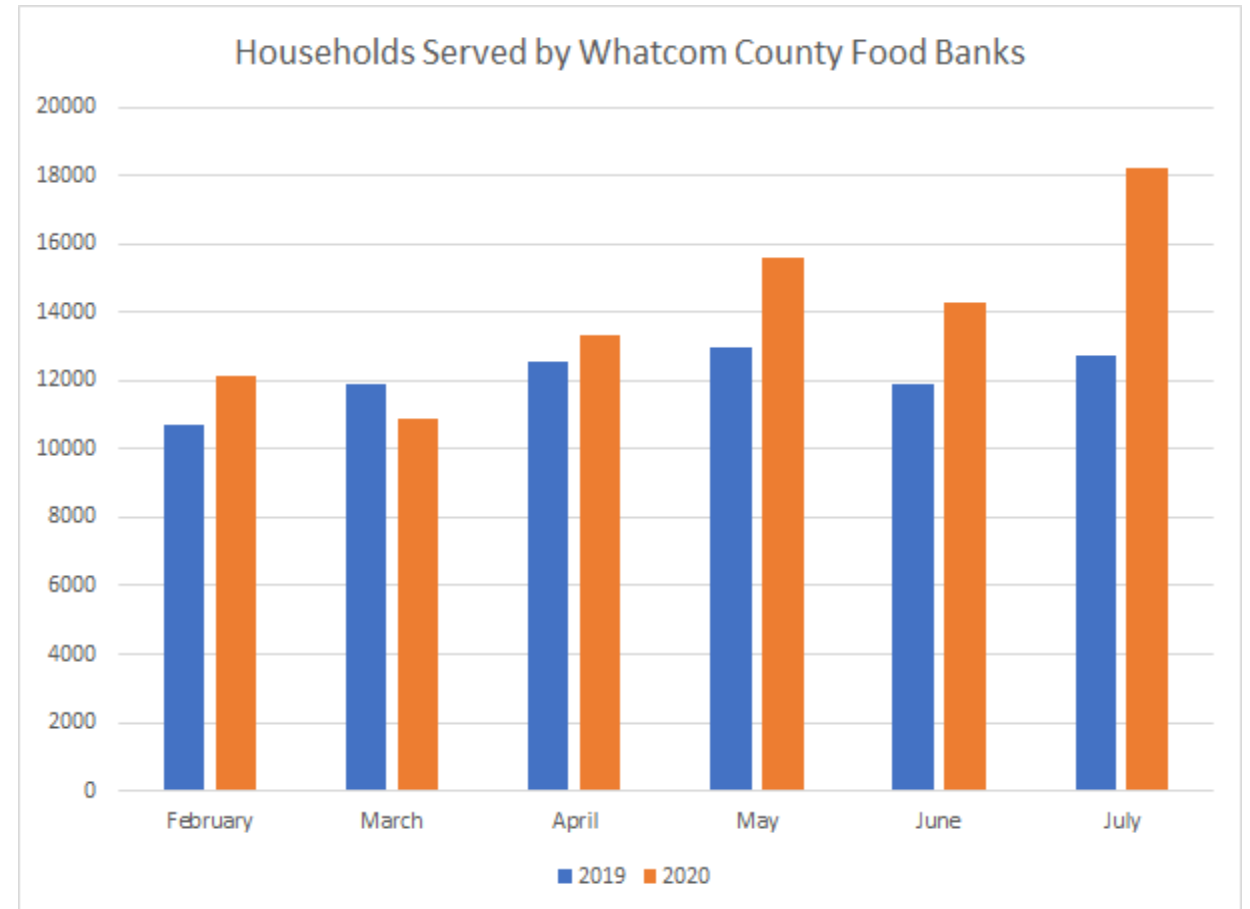
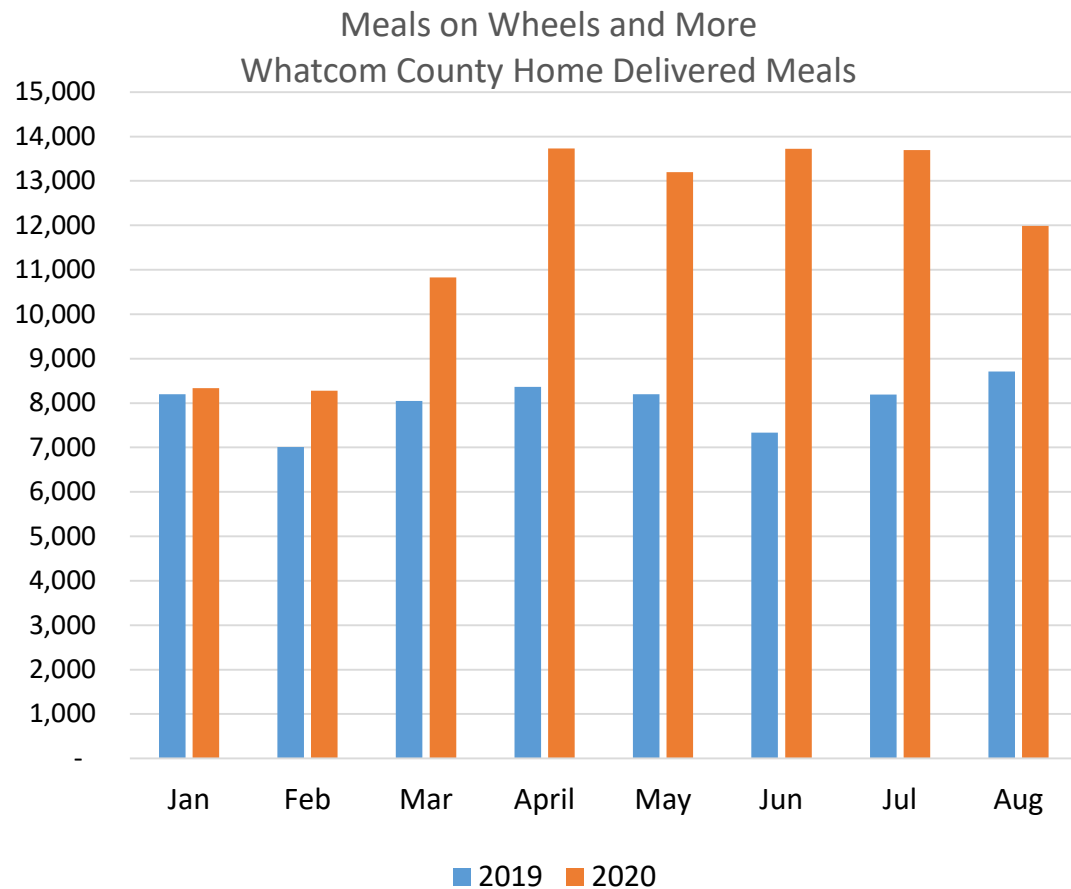
# COVID-RELATED DISTRIBUTION INCREASES

As the receiving hub for Whatcom County, Bellingham Food Bank has handled a significantly higher volume of food coming in from state, federal, and non-governmental organizations. Since the start of the pandemic, Bellingham Food Bank has received and redistributed an estimated **44 more full semi-truckloads of food** compared to last year.



# COVID-RELATED DISTRIBUTION INCREASES

Service levels for Whatcom County food banks and the Council on Aging have been consistently higher since the onset of COVID-19, compared to pre-pandemic numbers and compared to the prior year.



# FINAL RECOMMENDATION FOCUSES ON EQUIPMENT & FOOD

Organization	Type of Equipment	Equipment Needs Total (estimate)	Food Purchase Needs	
Bellingham Food Bank	N/A	\$0	\$100,000 (reimbursement)	
Blaine Food Bank	Refrigerated Truck Pallet jack Forklift	\$130,000	<p>*Roughly \$25,000 in food bulk purchase. We would maximize this amount for up to the remaining amount of \$600,000 depending on actual costs of equipment purchase</p> <ul style="list-style-type: none"> <li>This purchase would be allocated based on discussions with the Working Group and the needs of each food bank and their availability to receive deliveries</li> </ul>	
Ferndale Food Bank	Vehicle	\$50,000		
Foothills Food Bank	Refrigerated Truck	\$95,000		
Project Hope	Pallet jack Tent	\$10,000		
Salvation Army	Refrigerated Truck Pallet stacker	\$105,000		
Nooksack Valley Food Bank	New computer Vehicle	\$40,000		
Whatcom Council on Aging	Refrigerated Vehicle	\$45,000		
<b>Total:</b>		<b><u>\$475,000 (estimate)</u></b>		<b><u>\$125,000* (estimate)</u></b>



# **BACKUP DOCUMENTATION & BID INFORMATION**

**AUGUST 14, 2020**

# FERNDALE FOODBANK

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<b>Equipment Type</b>	<b>BID 1</b>	<b>BID 2</b>	<b>BID 3</b>
Ford Transit 250 Cargo Vehicle	\$43,098	\$43,234	\$48,120

1. Why are these purchases necessary?

Ferndale Food Bank has experienced a large demand for home deliveries. Our one truck is no longer adequate to meet our transport needs.

2. What is the current state including existing equipment?

The Ferndale Food Bank owns one sprinter van. This Ford Transit 250 Cargo Vehicle would be our second vehicle.

3. What is the problem being solved?

Our sprinter van has served us well. It can carry up to three (3) pallets and accommodates approx. 7,000 lbs. However we cannot be in two places at one time. The primary purpose of the sprinter van is to pick up allotments from government commodities, and donations from outside agencies like NW Harvest or Food Lifeline. We also pick up daily grocery rescue from 3 local grocery stores. This does not include home deliveries or other donations that come our way (which we often lose out on or have to decline because we cannot pickup). Our VOLUNTEER team is stressed and sometimes behind the wheel for 5 or 6 hours nonstop. Having a 2nd vehicle available makes it possible for us to accommodate the request for home deliveries for vulnerable populations in our community.

# FERNDALE FOODBANK

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Equipment Type	BID 1	BID 2	BID 3
Ford Transit 250 Cargo Vehicle	\$43,098	\$43,234	\$48,120

4. What options were considered and why is this the best option? Were rental and lease options seriously considered? Rental and leased options are expensive, inconvenient and do not provide a consistent solution to the logistical constraints that we face. 10 years ago, the Ferndale foodbank exclusively rented trucks when we needed them, but this was prohibitively expensive. By owning our vehicles we are able to control availability, maintenance and upkeep, and this is particularly important in the COVID environment when we are trying to serve vulnerable populations through home delivery.

5. Explain why these needs did not exist prior to COVID. Prior to COVID19, we provided home deliveries focusing on clustered groups of seniors. The pandemic has identified a large vulnerable population in Ferndale and out in the county that have a hard time accessing transit and that have pre-existing conditions that make going into public settings a danger. COVID has made it impossible for these members of our community to access the foodbank in traditional ways, and by augmenting our normal pick-up services with home deliveries we have been able to meet these needs in our community. We need a second vehicle to make this work possible.



# WHATCOM COUNCIL ON AGING

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Equipment Type	BID 1	BID 2	BID 3
Ford Transit Connect	\$43,816	\$42,249	\$42,890

### 1. Why are these purchases necessary?

While the demand for Meals on Wheels by homebound seniors in Whatcom County has been growing steadily (75% increase in #meals delivered between 2014 and 2019), COVID-19 brought a rapid increase in requests for our services by homebound and self-isolating older adults. In April, 2020 we delivered >60% more meals to 37% more seniors than in January, 2020, and the demand remains steady. In response to this growth we have expanded and added several new delivery routes. This additional vehicle makes it possible for us to keep up with the demand for home delivery of meals among our vulnerable seniors' population.

### 2. What is the current state including existing equipment?

Our current vehicle fleet includes one refrigerated truck and one Subaru Outback. Both are utilized daily for deliveries throughout Whatcom County. (The majority of Bellingham deliveries are made by volunteers). The refrigerated truck is also used to transport and hold frozen meals during to-go meal distributions. A second refrigerated truck will allow us to deliver more frozen meals safely throughout the County.

### 3. What is the problem being solved?

In mid-March Whatcom County senior centers closed and we transitioned our congregate meal program to a to-go only program. We began offering a weekly bag of 1 fresh meal and 6-house prepared frozen meals at the Bellingham, Blaine, Ferndale, Sumas, and Everson Senior Centers as well as bi-weekly meals at the Point Roberts Senior Center. In May we also began distributing senior to-go meals weekly at the Foothills Food Bank in East Whatcom County. We are requesting a second compact cargo van as it is easy for most of our volunteer staff to drive, provides adequate cargo space, and is better suited to making multiple stops in residential areas than a larger vehicle.

# WHATCOM COUNCIL ON AGING

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<b>Equipment Type</b>	<b>BID 1</b>	<b>BID 2</b>	<b>BID 3</b>
Ford Transit Connect	\$43,816	\$42,249	\$42,890

4. What options were considered and why is this the best option? Were rental and lease options seriously considered? Rental and leased options for this type of refrigerated trucks to serve meals are not commercially available. The only option we have is to purchase a vehicle to the specifications we need.

5. Explain why these needs did not exist prior to COVID.

Our entire client population are seniors in our community who are all high-risk population related to COVID. In April, 2020 we delivered >60% more meals to 37% more seniors than in January, 2020, and the demand for home delivered meals remains steady. In response to this growth we have expanded and added several new delivery routes. This additional vehicle makes it possible for us to keep up with the demand for home delivery of meals among our vulnerable seniors' population.

# PROJECT HOPE FOOD BANK (LYNDEN)

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Equipment Type	BID 1	BID 2	BID 3
Pallet jack	\$4,240	\$3,152	\$3,478
Outdoor Tent	\$1,800	\$1,730	

1. Why are these purchases necessary?

THE PANDEMIC HAS SIGNIFICANTLY CHANGED BOTH THE VOLUME OF COMMUNITY MEMBERS WE SERVE AS WELL AS HAS REQUIRED A CHANGE (CURBSIDE DISTRIBUTION TO ENSURE SOCIAL DISTANCING) IN HOW WE DISTRIBUTE FOOD. THEREFORE, THE TWO REQUESTED EQUIPMENT ITEMS (PALLET JACK AND TENT) ARE BECOMING NECESSITIES. THE REQUEST FOR ADDITIONAL FUNDING FOR FOOD PURCHASES IS DIRECTLY RELATED TO THE DEMAND FOR FOOD BANK SERVICE. WE ARE ALSO FINDING THAT ALTHOUGH WE HAD RECEIVED A SIGNIFICANT AMOUNT OF FINANCIAL GIFTS AT THE BEGINNING OF THE PANDEMIC, WE ARE SEEING THOSE FINANCIAL DONATIONS DECLINING SIGNIFICANTLY IN THE LAST COUPLE OF MONTHS PROBABLY DUE TO THE CUMULATIVE ECONOMIC IMPACT OF THE PANDEMIC. THEREFORE, FINANCIAL ASSISTANCE TO ENSURE ADEQUATE FOOD RESERVES AND SUSTAINABILITY IS IMPORTANT.

2. What is the current state including existing equipment?

WE HAVE AN OLD MANUAL PALLET JACK THAT IS BARELY FUNCTIONING. BECAUSE OF THE GREATER DEMAND FOR FOOD DUE TO THE PANDEMIC, AND BECAUSE WE LOAN OUR PALLET JACK (WHICH WE HAVE TO TRANSPORT BACK AND FORTH ON A WEEKLY BASIS DURING THE SUMMER) TO OTHER PROGRAMS SUCH AS THE AGAPE SERVICE PROJECT WHO SERVE MIGRANT CAMPS DURING THE SUMMER, A WELL-FUNCTIONING AND EXTRA PALLET JACK WOULD BE MOST VALUABLE. BECAUSE WE BELIEVE THE PRACTICE OF CURBSIDE FOOD DISTRIBUTION WILL CONTINUE INTO THE FALL AND POSSIBLY EVEN WINTER, A TENT (WHICH WE DO NOT NOW HAVE) WOULD BE INVALUABLE TO PROTECT OUR CLIENTS, VOLUNTEERS, AND FOOD DURING THE CURBSIDE DISTRIBUTION PROCESS.



# PROJECT HOPE FOOD BANK (LYNDEN)

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Equipment Type	BID 1	BID 2	BID 3
Pallet jack	\$4,240	\$3,152	\$3,478
Outdoor Tent	\$1,800	\$1,730	

3. What is the problem being solved?

THE PROBLEMS BEING SOLVED IS A TOOL (PALLET JACK) WHICH WILL HELP US MORE EASILY TRANSPORT FOOD STOCK FROM OUR VEHICLE TO OUR STORAGE AREA AND WITHIN OUR STORAGE AND DISTRIBUTION AREAS. THE PANDEMIC HAS INCREASED THE AMOUNT OF COMMUNITY MEMBERS WE SERVE, AND THEREFORE, MORE FOOD NEEDS TO BE TRANSPORTED. A FUNCTIONING PALLET JACK IN LIGHT OF HAVING LESS AVAILABLE VOLUNTEERS (WE HAD TO ASK OUR OLDER, MORE HEALTH-VULNERABLE VOLUNTEERS NOT TO CONTINUE.) TO ASSIST, THIS TOOL WILL BE INVALUABLE BOTH NOW AND INTO THE FUTURE. THE TENT WILL SOLVE THE PROBLEM OF NOT HAVING AT LEAST SOME PROTECTION FROM THE WEATHER FOR OUR CLIENTS, VOLUNTEERS, AND FOOD AS WE CONTINUE TO PROVIDE CURBSIDE DISTRIBUTION INTO THE FALL AND POSSIBLY WINTER.

4. What options were considered and why is this the best option? Were rental and lease options seriously considered?

FRANKLY, RENTAL/LEASE WERE NOT CONSIDERED. THE ISSUES DESCRIBED ABOVE DICTATE THESE PURCHASES AT THIS TIME, AND THEIR USAGE WILL BE OF BENEFIT TO THE FOOD BANK - REGARDLESS OF CONDITIONS - WELL INTO THE FUTURE. BECAUSE THESE PURCHASES WOULD HAVE LONG-LASTING USAGE, A RENTAL/LEASE WILL NOT BE EFFECTIVE.

5. Explain why these needs did not exist prior to COVID.

THE PANDEMIC HAS INCREASED THE AMOUNT OF COMMUNITY MEMBERS WE SERVE, AND THEREFORE, MORE FOOD NEEDS TO BE TRANSPORTED. We've also modified our operations to largely be outdoors given COVID, and an outdoor tent is a critical piece of equipment for that.

# BLAINE FOODBANK

Equipment Type	BID 1	BID 2	BID 3
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	
Pallet jack	\$3,940	\$4,076	
Forklift	\$38,730	\$30,999	

## 1. Why are these purchases necessary?

Like the other food banks, we have seen an increased need for our services since the outbreak of COVID.

The refrigerated truck is required to meet many pick-ups from the central BFB warehouse that provide us with meat, dairy and produce from partner non-profits. We also have grocery store food rescue pickups, seven days a week at eight separate stores in the county, and in addition, we are providing home delivery service to many high-risk home-bound clients. We pick up and deliver perishables, dairy, meat and produce. A refrigerated truck is essential to ensure safe transport.

Our forklift and pallet jack are utilized seven days a week loading, unloading and moving products from one location to another. As a result of COVID we have moved our operation outdoors under a 20'x30' tent and our distribution area is stocked with pallets of products that are moved out for distribution and in for storage. Trucks bringing grocery products, as well as supply pickups from our central BFB warehouse must be unloaded. A pallet jack is essential to our operation because we have a very small food bank, and any products brought indoors for cooler, freezer or dry storage must be transported on a pallet jack. We work in very limited space, and deal with a lot of product.

## 2. What is the current state including existing equipment?

We currently have one refrigerated truck that is used for as many pick-ups as possible, however we must utilize a non-refrigerated truck for many other pick-ups as volume has dramatically increased. We have a manual pallet jack that has been adequate until our volume exploded and our operation moved outdoors. It would be much easier for our retired volunteers to move products with an electric pallet jack.

We have a very old forklift that has served us very well over the years. It is running 7 days a week loading and unloading. We cannot continue to handle the volume of food that we rescue and distribute without a more reliable forklift.

# BLAINE FOODBANK

Equipment Type	BID 1	BID 2	BID 3
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	
Pallet jack	\$3,940	\$4,076	\$3,275
Forklift	\$38,730	\$30,999	\$29,015

### 3. What is the problem being solved?

With this new equipment we would continue to serve the over 400 families, 162 school children and make 92 home deliveries each week in a safe and efficient way.

### 4. What options were considered and why is this the best option? Were rental and lease options seriously considered?

For vehicles we investigated several options to address this need but there is not a viable rental or leasing market for refrigerated food vehicles. Moreover, the specifications for this use are mostly tailored to the needs of these feeding organizations making even a purchase in a secondary market difficult.

### 5. Explain why these needs did not exist prior to COVID.

We are the second busiest food bank in Whatcom County. We are currently serving over 400 families each week in an outdoor market style distribution. Prior to COVID we only provided emergency home deliveries. We now provide 92 individual home deliveries east, west and south of Blaine within a 15-mile radius

Prior to COVID and school closures, we provided 30 children with weekend meals. We now provide 162.

Prior to COVID Bellingham Food Bank rescued food from most of the major grocery stores. We have taken over the bulk of those pickups. We rescue grocery 7 days a week from 8 major grocery stores throughout Whatcom County. In addition, we have lost about 75% of our volunteers due to high risk and vulnerability to COVID, so we totally reworked our operation to manage with the minimum number of volunteers. It is important to work as smart and efficiently as possible, and the equipment that we have requested will greatly help us to better serve our communities.



# FOOTHILLS FOODBANK

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Equipment Type	BID 1	BID 2	BID 3
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	

1. Why are these purchases necessary?

Like the other food banks we have seen an increased need for our services since the onset of COVID. This truck is required to meet the increased supply picks ups from the central BFB warehouse, especially now that we have increased volume and perishable items like dairy and meat that need to be refrigerated. We have also seen huge increase in the need for food home deliveries to vulnerable populations in our community since the onset of COVID. We do not currently have a refrigerated vehicle that can safely deliver dairy and meat to our clients, especially given that just the roundtrip drive from GlenHaven to our food pantry is 45 miles and our furthest home delivery route is about 50 miles.

2. What is the current state including existing equipment?

We do not currently have a refrigerated vehicle. This new vehicle would serve two main functions: picking up non-shelf stable items from central warehouses (including from Bellingham Food Bank which is doing much of the bulk purchasing for other food banks in our community) and conducting home deliveries to vulnerable populations in our community who can not come to the food bank in person.

3. What is the problem being solved?

We do not currently have a refrigerated truck to address our operational needs and safely transport perishable items like dairy and meats. This vehicle is needed to safely continue our home food deliveries.

# FOOTHILLS FOODBANK

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<b>Equipment Type</b>	<b>BID 1</b>	<b>BID 2</b>	<b>BID 3</b>
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	

4. What options were considered and why is this the best option? Were rental and lease options seriously considered? For vehicles we investigated several options to address this need but there is not a viable rental or leasing market for refrigerated food vehicles. Moreover, the specifications for this use are mostly tailored to the needs of these feeding organizations making even a purchase in a secondary market difficult.

5. Explain why these needs did not exist prior to COVID.

The amount of perishable food supply we need to pick up on a regular basis from the BFB warehouse has increased significantly since COVID, and these food supplies come from a variety of different sources (we are not always in charge of what we receive in bulk orders from the state etc). Our food home deliveries has also seen a significant increase since the onset of COVID as we try to continue to serve vulnerable populations in our community who are high risk and can not come to the food bank in person.

# SALVATION ARMY

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<b>Equipment Type</b>	<b>BID 1</b>	<b>BID 2</b>	<b>BID 3</b>
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	
Pallet stacker	\$29,013	\$28,800	\$22,672

1. Why are these purchases necessary?

The demand for our food bank has skyrocketed to 400% of normal. While we have ramped up to meet this need, these purchases are necessary to continue our service at this level.

2. What is the current state including existing equipment?

Our current box truck is a 2005 with over 200,000 miles on the clock. It has broken down on us twice during this pandemic. We have manual pallet jacks to move inventory off the truck and into our gym.

3. What is the problem being solved?

The problem solved by a refrigerated truck is that we will have a reliable vehicle that can handle the much greater amount of donations we have to transport. It will enable us to transport fresh produce over greater distances. Also the truck can be used as auxiliary overnight refrigerated space, as necessary.

The pallet stacker would solve the problem of unloading and moving 35-40 pallets of 1000-2000lbs of food each week. Currently this has been done manually with pallet jacks which has been incredibly difficult on our staff and volunteers. It's simply not sustainable to continue. An electric pallet stacker would enable us to unload from our truck, transport the pallets through our standard sized gym doors and stack the pallets. Stacking would also save space in our gym.



# SALVATION ARMY

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Equipment Type	BID 1	BID 2	BID 3
16' Isuzu Refrigerated Truck	\$90,420	\$124,934	
Pallet stacker	\$29,013	\$28,800	\$22,672

4. What options were considered and why is this the best option? Were rental and lease options seriously considered?

Rental and lease options were seriously considered and researched both by the Food Security Taskforce and our own organization. The difficulty with refrigerated trucks is that they are not readily available for lease, and very expensive. We must face up to the fact that this emergency is not ending anytime in the near future. As organizations tasked with food security, we must prepare ourselves to sustain this demand, and to provide economic relief for the most vulnerable families in our community. Purchasing equipment will set us up to do this in an economically efficient and responsible way.

5. Explain why these needs did not exist prior to COVID.

The demand for our services and collecting the food necessary to meet this demand has created these needs. Prior to COVID we did mostly food recovery pickups from grocery stores. We have ramped up our grocery pickups, and also pick up 35-40 pallets per week of food for food box building. Prior to COVID a regular week would be 75 to 100 boxes. We have seen a peak of 1650 food boxes dispensed in the second week of June, and since then have not dipped below 1000 food boxes per week.

# NOOKSACK VALLEY FOODBANK

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<b>Equipment Type</b>	<b>ACTUAL</b>	<b>COMP 1</b>	<b>Comp 2</b>
Reimbursement for Vehicle	\$38,623	\$41,932	\$40,727
HP Computer	\$588	\$620	\$699

1. Why are these purchases necessary?

Like the other food banks we have seen an increased need for our services since the onset of COVID. This vehicle was purchased in April 2020 to address our operational needs.

2. What is the current state including existing equipment?

We did not have a vehicle for use at the food bank, this vehicle serves our main operational needs in terms of picking up food from main distribution sites and deliveries when needed.

3. What is the problem being solved?

We are logistically constrained by not having a dedicated vehicle for use by the food bank which made coordination for food pickup and deliveries difficult. This vehicle has addressed a core need of our organization.

4. What options were considered and why is this the best option? Were rental and lease options seriously considered?

Renting vehicles is prohibitively expensive, especially for a need like this which puts a lot of miles and is intensive use on the vehicle.

5. Explain why these needs did not exist prior to COVID. We are doing more and more central purchasing and pickups at the Bellingham Food Bank as a result of COVID.



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-418

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<b>File ID:</b>	AB2020-418	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	09/24/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Criminal Justice and Public Safety Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>				<b>Enactment #:</b>	

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Primary Contact Email: RBrowne@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Resolution stating support and appreciation of the Whatcom County Sheriff's Department, Whatcom County Sheriff Deputies, Whatcom County Corrections Deputies and support staff

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution stating support and appreciation of the Whatcom County Sheriff's Department, Whatcom County Sheriff Deputies, Whatcom County Corrections Deputies and support staff

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Resolution



RESOLUTION NO. \_\_\_\_\_

**STATEMENT OF SUPPORT AND APPRECIATION OF THE WHATCOM COUNTY  
SHERIFF'S DEPARTMENT, WHATCOM COUNTY SHERIFF DEPUTIES, WHATCOM  
COUNTY CORRECTIONS DEPUTIES AND SUPPORT STAFF**

**WHEREAS**, Whatcom County Sheriff's Office Corrections Deputies are responsible for the custody, security and safety of many potentially dangerous people and are exposed to many inherent dangers; and

**WHEREAS**, Whatcom County Sheriffs and Corrections Deputies perform services that are vital to public safety and the administration of justice; and

**WHEREAS**, as a community we ask our Whatcom County Sheriff Deputies to respond to a wide variety of issues ranging from auto accidents, burglary, locating missing children, human trafficking, child abuse, assaults, and domestic violence; and

**WHEREAS**, when trouble arises our Deputies are willing to accept the responsibility to run towards danger, rather than away from it; and

**WHEREAS**, as a community we ask our Whatcom County Sheriff Deputies to be prepared at every call to determine if they need to prevent, detect, and investigate criminal activities or connect victims and others in need to social services, mental health, drug, and alcohol treatment options; and

**WHEREAS**, for decades, governments across the nation have asked law enforcement to provide front line intervention and assessment of cases of mental illness while often being unwilling to provide the additional funds necessary to equip officers with the tools to identify and respond to mental illness effectively; and

**WHEREAS**, due to longstanding existing fiscal constraints we ask our Sheriff Deputies to patrol large geographic territories, often on their own and with limited access to help if needed; and

**WHEREAS**, for the period of January 1, 2020, through September 23, 2020, 38 law enforcement and correctional officers were feloniously murdered in the United States representing a 38% increase from the previous year and many more were feloniously assaulted and seriously injured; and

**WHEREAS**, the recent unprovoked ambush shooting on September 12, 2020, of two LA County Sheriff Deputies serves as a stark reminder of the risks members of law enforcement face every day – a profession where not all who leave for work will return home to their families; and

**WHEREAS**, Nationwide people are rightly asking for more money to be spent on alternative ways to respond to situations that don't involve the use of law enforcement; and

1           **WHEREAS**, one of the root causes some communities have been unsuccessful in  
2 reducing racial injustice and aggressive responses by members of law enforcement who  
3 have proven to be poorly suited to the job, is these communities have been unwilling to  
4 properly fund the budgets necessary to hire strong leadership capable of change  
5 management, extensive screening and testing of new applicants, adequate ongoing training,  
6 adequate supervision and oversight; and  
7

8           **WHEREAS**, recognizing that alternative programs are not a new concept to our  
9 community and that unlike other communities across the country, the Whatcom County  
10 government has for many years, worked alongside the Whatcom County Sheriff  
11 Department, Whatcom County Jail Deputies and Staff, the Whatcom County Courts, the City  
12 of Bellingham, the Bellingham Police Department and other local law enforcement agencies  
13 to fund programs and training in de-escalation and other non-traditional law enforcement  
14 techniques and justice options; and  
15

16           **WHEREAS**, listed in “Alternatives” (attached) are some of the things our community  
17 has already been funding for many years to promote racial justice, reduce incarceration and  
18 recognize that many need mental health or substance abuse treatment rather than  
19 incarceration. We all acknowledge it is but a base from which further progress must and will  
20 be made; and  
21

22           **WHEREAS**, the community wants us to continue (a) reducing the number of  
23 incidents involving the use of deadly force by funding our long-established, on-going  
24 training of Sheriff and Corrections Deputies on force response and de-escalation; effective  
25 techniques for intervening with those undergoing behavioral health crisis; and use of non-  
26 lethal techniques and equipment, and (b) leveraging our Mental Health Deputy program;  
27 Crisis Negotiation Team; Community policing through Neighborhood and Resident Deputy  
28 programs etc.; and  
29

30           **WHEREAS**, calls to cut local law enforcement funding in response to problems  
31 experienced elsewhere in the country would negatively impact local law enforcement’s  
32 involvement in the existing alternative social and criminal justice programs our community  
33 has been investing in for years; and  
34

35           **WHEREAS**, calls to cut local law enforcement funding would by necessity result in  
36 the delaying deployment of Sheriff Deputies body cameras, which hold both officers and  
37 offenders, accountable to the objective reporting standards that only video can provide; and  
38

39           **WHEREAS**, calls to cut local law enforcement funding would result in reduced  
40 training, supervision and oversight – which cost money but have been proven across all  
41 professions to be the most certain way to improve and maintain standards.  
42

43           **NOW, THEREFORE, BE IT RESOLVED**, that Whatcom County Council supports and  
44 appreciates our Sheriff’s Deputies, our Corrections Deputies, the Whatcom County Courts  
45 and their respective support staff, plus the many other local agencies who work alongside  
46 them to keep the safety and health of all members of Whatcom County our top priority; and  
47

48           **BE IT FURTHER RESOLVED**, that Whatcom County Council supports and  
49 appreciates the need to promote further racial and economic justice, that in doing so we  
50 acknowledge both our historical failings and progress, and fully commit to continue to do  
51 more in the future; and

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**BE IT FURTHER RESOLVED**, that Whatcom County Council asks our community to step forward, to promote racial justice by (a) continuing to provide financial support for: (a) our investment in a qualified and skilled law enforcement agency, (b) the Alternatives listed along with the law enforcements ongoing participation in these programs; and

**BE IT FINALLY RESOLVED**, that Whatcom County Council asks all our community members to continue to partner with us in the elimination of racial and economic injustice by being vigilant in eliminating the (often unconscious) implicit bias that can exist in hiring, renting accommodation, providing or purchasing goods and services, in education and other opportunities.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

( ) Approved      ( ) Denied

Date Signed: \_\_\_\_\_

## Alternatives

- 1
- 2
- 3
- 4 PREVENTION PROGRAMS
- 5 Incarceration Reduction and Prevention Task Force
- 6 LEAD (Law Enforcement Assisted Diversion)
- 7 GRACE (Ground-Level Response And Coordinated Engagement)
- 8 Gang Prevention Programs
- 9 Community Paramedic
- 10 Homeless Outreach Team
- 11 Youth Street Outreach Team
- 12 Neighborhood Policing/Sheriff
- 13 Opiate addiction Outreach & Engagement
- 14 School-based programs (mental health / drug prevention etc.)
- 15 Crisis Triage Facility
- 16 Crisis Prevention & Intervention Team (CPIT)
- 17 CIT Training for Law Enforcement
- 18 Intensive Case Management
- 19
- 20 COURT DIVERSION PROGRAMS
- 21 Teen Court
- 22 Drug Court
- 23 Family Treatment Court
- 24 Mental Health Court
- 25
- 26 RE-ENTRY PROGRAMS
- 27 Jail Re-entry program
- 28 Medications and community-based treatment following release
- 29 Interim Housing
- 30 Case Management
- 31
- 32 RECOVERY SUPPORT SERVICES
- 33 New 32 bed Mental Health facility (under construction)
- 34 Specialized Behavioral Health Unit in Probation
- 35 Juvenile Court Behavioral Health Services
- 36 Housing Support Services
- 37 24/7 Staffed/Structured Supporting Housing Programs
- 38 Semi-independent Housing Programs
- 39 PACT (Program for Assertive Community Treatment)
- 40





# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-406

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<b>File ID:</b>	AB2020-406	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	09/21/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Criminal Justice and Public Safety Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	09/29/2020			<b>Enactment #:</b>	

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Primary Contact Email: [KKershne@co.whatcom.wa.us](mailto:KKershne@co.whatcom.wa.us)

### **TITLE FOR AGENDA ITEM:**

Resolution supporting Whatcom County Sheriff Deputies, Corrections Deputies, and Law Enforcement Officials across the County in response to the increased attacks on law enforcement across the Country

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Resolution supporting Whatcom County Sheriff Deputies, Correctons Deputies, and Law Enforcement Officials across the County in response to the increased attacks on law enforcement across the Country

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Original Proposed Resolution, Revised Proposed Resolution (9.25.2020)

RESOLUTION NO. \_\_\_\_\_

**SUPPORTING WHATCOM COUNTY SHERIFF DEPUTIES, CORRECTIONS DEPUTIES  
AND LAW ENFORCEMENT OFFICIALS ACROSS THE COUNTY IN RESPONSE TO THE  
INCREASED ATTACKS ON LAW ENFORCEMENT ACROSS THE COUNTRY**

**WHEREAS**, on September 12, 2020, two LA County Sheriff Deputies were shot multiple times while in their patrol vehicle in an unprovoked ambush by a single shooter; and

**WHEREAS**, on September 16, 2020, a uniformed federal court security officer working for the U.S. Marshals Service was shot in a drive-by outside a federal courthouse in Phoenix, AZ, in what appears to be a targeted attack; and

**WHEREAS**, on September 19, 2020, a Kern County, CA, Sheriff Deputy was ambushed and attacked while responding to a stolen vehicle report; and

**WHEREAS**, on September 19, 2020, the Ferndale Border Patrol Facility was vandalized with violent messaging against Border Patrol Agents; and

**WHEREAS**, on September 22, 2020, a fire at the home of a Washington State Patrol trooper in the Everson-Nooksack area is being investigated as an arson; and

**WHEREAS**, as of September 11, 2020, F.B.I. data reports thirty-seven law enforcement officers have been reported feloniously killed in 2020, eight were victims of an ambush (entrapment/premeditation), two were a victim of an unprovoked attack including Police Officer Shoop of Bothell, Washington Police Department, July 13, 2020; and

**WHEREAS**, there has been a call throughout the United States, and locally, to cut the budget of law enforcement, with tensions and rhetoric escalating nationwide and locally; and

**WHEREAS**, there have been calls upon the Whatcom County Council to cut the Whatcom County Sheriff's Office budget by 50%, or \$17.6 million and fund alternative programs to law enforcement; and

**WHEREAS**, Whatcom County has funded alternative programs for years including the following: Mental Health Deputy Program, LEAD (Law Enforcement Assisted Diversion), GRACE (Ground-Level Response And Coordinated Engagement), Gang Prevention, Community Paramedic, Homeless Outreach Team, Youth Street Outreach Team, Neighborhood and Community Policing, Opiate Addition Outreach & Engagement, School-based mental health and drug prevention programs, Crisis Triage Facility, CPIT (Crisis Prevention & Intervention Team), CIT (Crisis Intervention Training) for law enforcement, Crisis Negotiation Team (Sheriff), Intensive Case Management, Teen Court, Drug Court, Family Treatment Court, Mental Health Court, Jail Re-Entry, Interim Housing, New 32-bed Mental Health facility (under construction), Specialized Behavioral Health Unit in Probation, Juvenile Court Behavioral Health Services, Housing Support Services, PACT (Program for Assertive Community Treatment), and many more that help community members; and

**WHEREAS**, in June 2000, the Whatcom County Council adopted the Law and Justice Plan (developed by the Whatcom County Law and Justice Council and updated in 2008) that included a commissioned deputy staffing goal of 1.2 commissioned officers per 1,000 population that has yet to be attained.

**NOW, THEREFORE, BE IT RESOLVED**, the Whatcom County Council recognizes the valuable role the Sheriff Deputies, Corrections Deputies and all Law Enforcement Officials provide in ensuring our public safety and affirm their service is vital to our community, as these are the men and women who put themselves in harm's way to keep the rest of us safe.

**BE IT FURTHER RESOLVED**, the Whatcom County Council condemns these and all acts of violence against Law Enforcement Officers and calls for swift action to bring justice in these cases.

**BE IT FURTHER RESOLVED**, the Whatcom County Council is committed to ensuring our County is a safe and welcoming place to live and visit for ALL people, and believe there is more that unites us as a community than divides us when it comes to public safety; and

**BE FINALLY RESOLVED**, that the Whatcom County Council is committed to the Law and Justice Plan for staffing and has made public safety a top priority in the 2021-2022 budget.

**APPROVED** this \_\_\_\_ day of September 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor