

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202111013 - 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
Contractor's / Agency Name:		Aristo Healthcare Services	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202111013
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 97.036
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		Pending, assigned #202006004
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 660460
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emergency		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract 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 type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Varies depending on the number of staff provided and staff hourly rates and accommodations. May not exceed \$325,000.		<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
Summary of Scope: This contract provides funding for staffing and operations at the COVID Isolation & Quarantine Facility.			
Term of Contract:	6.5 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 11/18/2021
	2. Health Budget Approval	KR	Date: 12/02/2021
	3. Attorney signoff:	RB	Date: 12/02/2021
	4. AS Finance reviewed:	M Caldwell	Date: 12/2/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:	^{DS} <i>SM</i>	Date: 1/12/2022
	8. Council approved (if necessary):	AB2021-751	Date: 01/11/2022
	9. Executive signed:		Date: 1/12/2022
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Aristo Healthcare Services – COVID Isolation & Quarantine Facility Contract Amendment #1

DATE: January 12, 2022

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

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine, who have no other options to accomplish such, Whatcom County opened a COVID-19 Isolation and Quarantine Facility (Facility). Aristo Healthcare Services provides temporary, per-diem, temp-to-hire and contract staffing services. This contract provides funding for Aristo to fill staffing gaps at the 24/7 Facility, which have mostly been for evening and overnight hours. This amendment extends the contract through 03/31/2022, increases estimated funding by \$125,000 for the extended contract period, and removes the need for site-supervisor staffing as this position is fully covered by Road2Home, the administrative operator of the Facility.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$325,000. Funding for this contract will vary depending on the number of employees assigned to the Facility, the position's hourly rate (including overtime, holiday, and weekend rates), various personnel accommodations (travel, meals, quarantine pay, etc.). Funds under this contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the original budget.

Please contact Mark Raaka, COVID-19 Response Manager at 360-303-2309 (MRaaka@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202111013 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105

CONTRACT PERIODS:

Original: 09/21/2021 – 12/31/2021

Amendment #1: 01/01/2022 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2022.
2. Amend the designated Administrative Officer in the original contract under “General Terms, Section 37.2, Notice”, as follows:

Mark Raaka, COVID-19 Response Manager
Whatcom County Health Department
1500 N State Street
Bellingham, WA 98225
360-303-2309
MRaaka@co.whatcom.wa.us
3. Revise Exhibit A – Scope of Work, to update the language to reflect current operations and remove staffing for the Site Supervisor position.
4. Replace Exhibit B – Compensation, to increase estimated funding by \$125,000 for the extended contract period.
5. Funding for the total contract period (09/21/2021 – 03/31/2022) is not to exceed \$325,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2022.

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

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

APPROVAL AS TO FORM: DocuSigned by:
Royce Buckingham 1/12/2022
4EE5DD9D0542404...
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<small>DocuSigned by:</small> <i>Chris Singh</i> <small>502B972BB66E4E0...</small>	Chris Singh, CEO	1/12/2022
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu 1/12/2022
1192C7C18B004E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105
206-456-2463
chrisea@aristohealthcareservices.com

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

I. Background

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine, who have no other options to accomplish such, Whatcom County opened a COVID-19 Isolation and Quarantine Facility (Facility). Since March of 2020, Lighthouse Mission and SeaMar Community Health Centers provided on-site support to ensure operational, social distance, and public health related concerns were addressed at the Facility, however, both agencies ended their services at the Facility on 9/30/2021. Road2Home assumed administrative oversight of daily operations at the Facility and continue to partner with Aristo to fill immediate staffing gaps in order to continue seamless operations of the Facility.

Aristo Healthcare Services (Aristo) provides temporary, per-diem, temp-to-hire and contract staffing services. This contract provides funding for Aristo to fill staffing gaps at the Facility. Accordingly, Aristo Healthcare Services, LLC will provide immediate, supplemental staffing of the Facility, as set forth below.

II. Statement of Work

Facility staff provided by Aristo will include support staff, supported by Road2Home, who will provide guidance and consultation as necessary.

All support staff must hold one or more of the following licenses and/or certifications:

- Home Care Aide - HM
- Health Care Assistant - HCA
- Certified Nursing Assistant - CNA
- Nursing Assistant Registered - NAR
- Medical Assistant Certified – MA-C
- Medical Assistant Registered – MA-R
- Community Health Worker – CHW
- Social Worker – SW

Personal protective equipment and other infection-control practices will be employed at all times, as necessary. The County will provide infection control guidelines for use by all staff at the Facility.

Aristo shall assume no responsibility or liability for the Facility, which shall be the sole and exclusive responsibility of the County.

Security services will be on-site and will be provided by a separate, private firm.

The County or the owner of the motel housing units will be responsible for general repairs and maintenance as well as providing for utility services.

Following are duties expected to be provided by on-site Aristo personnel, but are not inclusive and may be altered as programming requires. These tasks are intended to ensure the functioning of the daily operations of the Facility. It is not expected that Aristo staff will provide any hands-on assistance with guests, but instead support guests with the following activities.

1. Assist with delivery and pick-up of daily meals to Facility.
2. Assist with linen exchanges and laundry services to Facility.
3. Assist with directing regular waste disposal from each housing unit.

4. Prepare vacant rooms that have been cleaned and sanitized for the next guest by making beds and providing towels and toiletries.
5. Assist with communication connections between guests and their healthcare providers if a resident is unable to accomplish this independently.
6. Guide and direct guests on appropriate behaviors that promote sufficient social distancing, isolation, quarantine, hygiene, and sanitation.
7. Assist with on-site services that may include sanitation of housing units upon discharge of a resident, security practices and concerns, on-site healthcare provision, and access/egress of the property/facility.
8. Assist coordination with guests to access help for housing unit issues that may include Wi-Fi access, repairs and maintenance, or communications problems that may arise.
9. Assist Road2Home with scheduling of on-site staff at the Facility, as necessary.

EXHIBIT "B" – Amendment #1
COMPENSATION

- I. **Source of Funding:** Funding for this contract is estimated at \$325,000. Funds under the contract are made available by a grant awarded by FEMA.

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

Reimbursement requests for allowable travel (including mileage) must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs for training are not to exceed the U.S. GSA Domestic Per Diem Rates (www.gsa.gov), specific to location and must follow federal guidelines. Receipts for meals are not required.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. Invoices must include timesheets and receipts, if applicable. The Contract number shall be included on all billings or correspondence. Final invoices are due as follows:
 - a. **Final invoices for services through 12/31/2021, must be submitted by January 7, 2022.**
 - b. **Final invoices for services between 01/01/2022 through 03/31/2022, must be submitted by April 15, 2022.**
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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