

CONTRACT NUMBER: GVL 26357

SUBRECIPIENT * \square YES \square NO

FFATA FORM REQUIRED \Box YES \boxtimes NO

INTERAGENCY AGREEMENT Between STATE OF WASHINGTON DEPARTMENT OF HEALTH And SNOHOMISH COUNTY - Emergency Management

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and **Snohomish County - Emergency Management**, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: It is the purpose of this Interagency Agreement (IAA) is to provide operational and logistical support in the provision of incident management assistance within Snohomish County for Mass Vaccination Efforts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on **January 21, 2021** and be completed on **July 20, 2021**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement 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 federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at <u>www.dnb.com</u>.

Information about your organization and this Agreement will be made available on <u>www.USASpending.gov</u> by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$2,500,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation incudes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

 Source of Funds:
 Federal:
 \$2,500,000.00
 State:
 Other:
 TOTAL:
 \$2,500,000.00

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement 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.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at <u>security@doh.wa.gov</u>. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager 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 agreement.

| The Contract Manager for DOH is: | | The Contract Manager for the Contractor is: | |
|----------------------------------|------------------------|---|------------------------------|
| Name: | Patrick Plumb | Name: | Jason Biermann |
| Office: | Financial Services | Title: | Director |
| | | | Snohomish County - Emergency |
| Agency: | Department of Health | Agency: | Management |
| Address: | PO Box 47903 | Address: | 720 80th St. S.W. Bldg A |
| City, State, Zip: | Olympia, WA 98504-7903 | City, State, Zip: | Everett, WA 98203 |
| Phone: | (360) 236-4291 | Phone: | (425) 388-5068 |

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 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.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Primary document (document that includes the signature page)
 - 2. Exhibit A "Statement of Work"
 - 3. Exhibit B "Special Terms and Conditions"
 - 4. Exhibit C "Mass Vaccination Funding Guidance For IMTs and IMOs"
 - 5. Exhibit D "Delegation of Authority"

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents,

and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, 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.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: https://ocio.wa.gov/policy/securing-information-technology-assets.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;

- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to

resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

| CONTRACTOR SIGNATURE | DATE |
|---|--------------------|
| Ken Klein, Executive Director Ken Klein, Executive Director (Jun 24, 2021 12:26 PDT) | Jun 24, 2021 |
| | |
| PRINT OR TYPE NAME | TITLE |
| Ken Klein, Executive Director | Executive Director |
| DOH CONTRACTING OFFICER SIGNATURE | DATE |
| | |
| Inte I Webley | Jun 24, 2021 |

This contract has been approved as to form by the attorney general.

STATEMENT OF WORK DOH Contract Number GVL26357 SNOHOMISH COUNTY – EMERGENCY MANAGEMENT

PURPOSE/OBJECTIVE:

The purpose of this agreement is to have the Washington State Department of Health delegate to the Snohomish County Department of Emergency Management Incident Management Team Director, and the associated agencies within this agreement the authority to provide Incident Command for the 2019 Novel Coronavirus Snohomish County Mass Vaccination Efforts for DOH <u>as assigned Snohomish Delegation of Authority</u>."

- Provide financial oversight on contracting and purchasing actions related to Mass Vaccination
- Develop and maintain communication with internal and external stakeholders as it relates to the mass vaccination operations, and leverage local partnerships to assist with vaccine delivery and sustainability of Snohomish County's COVID-19 Vaccination Plan.
- Provide an environment where all response agencies are respected and valued for their unique and important contributions to the mission.
- Coordinate with the Washington State Department of Health, Snohomish Health District, Snohomish County Emergency Operations Center, Snohomish County Emergency Management, and other partners as may be assigned in an addendum to the Delegation of Authority.
- Coordinate with the Local Health Officer or their designee as a Medical/Technical Advisor
- Expenditures shall be run through the WA State Department of Health Finance Section Chief (<u>doh-fsc@doh.wa.gov</u>). Reimbursement of indirect cost rates are not applicable to these funds. Administrative costs can be billed as a direct cost.
- Complete weekly Situation Report and submit it to the DOH Planning Section Chief (<u>doh-</u><u>psc@doh.wa.gov</u>), the Snohomish Health District, and cooperating agencies.
- Identify potential areas of support for other State-approved vaccination efforts.

Deliverables:

- Submit at least monthly an invoice for a request for reimbursement of costs to provide the services outlined in this contract to the WA State Department of Health Finance Section Chief (<u>doh-fsc@doh.wa.gov</u>). Include the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation (i.e., timesheets, reports, purchased materials, etc.) must be maintained and provided to DOH upon request to substantiate costs invoiced to DOH for this contract.
- Submit Incident Action Plans to the Washington State DOH Incident Management Team Planning Section Chief (<u>doh-psc@doh.wa.gov</u>), Snohomish Health District, and collaborating agencies.

Special Requirements:

See Exhibit B "Mass Vaccination Funding Guidance For IMTs and IMOs" Additional guidance may be provided by DOH for this contract.

SPECIAL TERMS AND CONDITIONS DOH Contract Number GVL26357 SNOHOMISH COUNTY – EMERGENCY MANAGEMENT

Billing Procedure:

Provide the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation must be maintained and provided to DOH upon request to support the costs invoiced to DOH for this contract.

Records Maintenance:

Both parties acknowledge that Contractor is bound by the Public Records Act (PRA), Chapter 42.56 RCW governing release of public records. An injunction filed under the PRA is required to prevent release of public records that do not fall within a clearly defined and applicable statutory exemption, as determined by Contractor.

EXHIBIT C

DOH Contract GVL26357

Mass Vaccination Funding Guidance

For IMTs and IMOs

An overview of Washington State Department of Health Mass Vaccination Funding for Incident Management Teams/Organizations



APRIL 2021



To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email <u>civil.rights@doh.wa.gov</u>.

For more information or additional copies of this report:

Washington State Department of Health Office of Financial Services 111 Israel Road SE Tumwater, WA 98501

Report Author

Amy Ferris, Chief Financial Officer Washington State Department of Health <u>Amy.Ferris@doh.wa.gov</u> 360-236-4503 | <u>www.doh.wa.gov</u>

Version Date: 4-02-2021

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Mass Vaccination Funding

An overview of Washington State Department of Health Mass Vaccination Funding for Incident Management Teams/Organizations



April 2021

Executive Summary: Mass Vaccination Funding is Built on a Collaborative Model

April 2, 2021

The Washington State Department of Health (DOH) continues to support the national COVID-19 Response plan by working with federal, state, local, and tribal partners to assist, augment, and expedite vaccinations in the state of Washington. Through funding from the Federal Emergency Management Agency (FEMA), the DOH will expedite 100% reimbursement for eligible mass vaccination projects as appropriate and consistent with approved and allowable activities associated with this project. This expedited funding, with an initial period of performance from January 21, 2021 through April 20, 2021, will support the State of Washington with emergency protective measures to store, handle, transport, distribute, and administer the COVID-19 vaccine. In response to the COVID-19 crisis, the DOH will utilize contracts to establish mass vaccination distribution across Washington. We continue to work with federal, state, local, and tribal partners to ensure a coordinated approach to equitable vaccine distribution efforts through reimbursement of associated and allowable costs.

A key feature of this COVID-19 Mass Vaccination Funding is designed to leverage Incident Management resources for supporting effective mass vaccination planning and operations. Local Health Jurisdictions (LHJs) must therefore coordinate the planning and implementation of mass vaccination clinics with an Incident Management Team (IMT) or Incident Management Organization (IMO) as approved by the DOH. Coordination between federal, state, regional, and local entities is critical to an effective response to this pandemic.

The DOH remains strongly committed to ensuring every person who wants a vaccine can get one. The DOH is leading the implementation of the vaccine distribution effort, which is state supported, regionally coordinated, and locally synchronized. We support local public health efforts through the administration of this funding to ensure an equitable and effective response to the COVID-19 pandemic. By working together, we take heart knowing that we can beat this virus, and create a safer, brighter future for people across our great state.

Thank you all for your support through this response. I'm honored to work amongst such dedication to our state's public health.

Amy Ferris, CFO Washington State Department of Health Office of Financial Services

LHJ Funding Overview

- The Incident Management Team/Organization (IMT/IMO) is acting as a resource to support and coordinate mass vaccination activities in the region as directed by Local Health Jurisdictions (LHJs).
- For all activities to implement and operationalize mass vaccination efforts, the LHJ is acting as a contractor for these funds under the Department of Health (DOH). County/City Governments and other healthcare partners, acting as subcontractors to the LHJ, are required to coordinate mass vaccination activities with their local Unified Command group in order to be potentially eligible for these funds. For more information about the guidance provided to LHJs, please refer to the LHJ Mass Vaccination Funding Guidance (see Appendix).
- Eligible costs from the timeframe of January 21, 2021 April 20, 2021 include facility rentals/leases; medical and support staff for planning, management, support, and operations; as well as reasonable wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay, exempt and non-exempt, associated with this project is allowable for all staff working under this COVID-19 mass vaccination project and must be billed as a direct charge; timesheets are required and must be available upon request by the DOH. Examples of eligible items include but are not limited to facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine storage units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice, communication devices, IT equipment and supplies. Eligible equipment purchase costs cannot exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT/IMO and must be leased rather than purchased. Any questionable expenses will require a narrative on the purchase rationale and will be subject approval from the IMT/IMO. Indirect rates are not allowable with these funds.
- The IMT/IMO costs will be reimbursed through the Washington Fire Mobilization [via the Washington State Patrol], or directly through the DOH. LHJ staff working as part of the regional IMT/IMO can bill through their normal LHJ billing process if this is the preferred method.

Funding Overview (cont.)

- Timely, accurate invoicing of costs submitted at least monthly by LHJs to the DOH is essential. The IMT/IMO will be responsible for receiving requests for reimbursement from LHJs, reviewing for appropriateness and allowability, and providing feedback to LHJs. LHJs will then submit their bills to the DOH using their regular billing processes. The DOH uses cost information to substantiate costs to the Federal Emergency Management Agency (FEMA), monitor funding utilization, and project future need in order to request potential extensions and/or additional funding as appropriate. LHJs will be reimbursed by the DOH for approved costs on a timely basis; LHJs will not be provided a fund allocation. LHJs will be solely responsible for reimbursing all subcontractor costs for all approved expenses prior to requesting reimbursement from the DOH. Documentation by LHJ and subcontractors (i.e., timesheets, reports, purchased materials, etc.) must be available upon request by DOH to substantiate costs.
- Recent FEMA guidance requires collection of demographic data to include race, ethnicity, disability status; also information on primary language, sexual orientation or gender identity. The DOH is presently exploring mechanisms by which this data collection can be effectively supported. The IMT/IMO will promote communications and processes to LHJs to support and ensure documentation collection requirements.

LHJ Reimbursement Considerations

- Duplication of billing is strictly prohibited. If ANY entity is billing ANY third party to pay
 for ANY vaccination services or supplies, it disqualifies them from participating and
 billing their costs to their LHJ. Allowable bills related to this mass vaccination response
 effort should only be submitted to the DOH for reimbursement. Please refer to the
 <u>FEMA Public Assistance COVID-19 Medical Care Policy (V2)</u> for more information about
 this rule. Pursuant to this policy, FEMA cannot provide funding for clinical care and other
 costs funded by another source, including private insurance, Medicare, Medicaid/CHIP,
 other public insurance, a pre-existing private payment agreement, or the COVID-19
 Uninsured Program for uninsured patients. Please monitor for and discourage billing
 duplication. If any such activity is noticed, immediately notify Amy Ferris, DOH CFO at
 <u>Amy.Ferris@doh.wa.gov</u>.
- LHJs are responsible for billing and reporting for expenses related to this funding source. Authority to make financial agreements to support local vaccination efforts rests with the LHJs. All billing from subcontractors must be submitted to the LHJ first. The IMT/IMO will coordinate with LHJs to ensure expenses are directly aligned with mass vaccination efforts and provide support or examples of contractual agreements to help the LHJ in the development of agreements for services for mass vaccination efforts.
- Bills will first be submitted by the LHJ to the Regional IMT/IMO. The Regional IMT/IMO will review bills prior to submittal to the DOH Finance Section. During the review, the Regional IMT/IMO will complete the following steps:
 - Ensure all billing supports costs associated with activities related to county or regional mass vaccination efforts.
 - Ensure cost summary documentation aligns with amount requested on A-19.
 - Notify the DOH Finance Section Chief that billing has been reviewed and is complete.
 - Notify the LHJ that the billing is ready to be submitted to the DOH for processing.



PROJECT REQUIREMENTS

PROJECT TIMEFRAME

The timeframe for the Mass Vaccination Funding project is January 21, 2021 – April 20, 2021. The DOH plans to request from FEMA an extended project time period, but there is no assurance of future funds for this currently. The DOH cannot request an extension unless and until the HHS Secretary extends the public health emergency declaration beyond April 20, 2021.

PRE-PARTNERSHIP REIMBURSEMENT

LHJs and their contractors may potentially receive reimbursement for mass vaccination efforts conducted from January 21, 2021 until their formalized partnership with their IMT/IMO. Participating LHJs are encouraged to submit qualified reimbursement requests to the IMT/IMO for expenses related to mass vaccination efforts conducted since January 21, 2021, and prior to their IMT/IMO partnership. The IMT/IMO should review all expenses associated with local and regional mass vaccination efforts from January 21, 2021, even if these were conducted prior to the LHJs formal partnership with the IMT/IMO. Costs must be evaluated for potential reimbursement on a case by case basis. If the costs are deemed by the IMT/IMO to be appropriate and justifiable, please instruct the LHJ to submit the reimbursement request to the DOH.

Going forward, only work associated with this project will be considered for funding when it is conducted by LHJs who are in a documented partnership with an approved IMT/IMO (with delegation of authority from the DOH, as outlined in the DOH FEMA project).

DOCUMENTATION REQUIREMENTS

LHJs will first be required to submit a Cost Summary Spreadsheet outlining their costs for reimbursement to DOH. A sample of the Cost Summary Spreadsheet is attached in the Appendix. Reimbursement will be made based upon successful completion of cost summary documentation and determination of cost eligibility.

Direct LHJs to maintain all documentation which is regularly expected for FEMA reimbursement, and to follow the DOH guidance on entering all mass vaccination data into IIS. Upon or prior to project close-out, LHJs are required to submit contracts/agreements, invoices, timekeeping sheets, monthly cost summary spreadsheets, narratives to support larger or unusual purchases, proof of payment records, and system of record reports. Other documentation LHJs should be encouraged (but are not required) to maintain include situation and operational reports, and pictures of on-site vaccination activities (without compromising patient privacy).

ANCILLARY SUPPORT

When needs related to the mass vaccination project exceed the capacity of the LHJ, LHJs are directed to reach to the IMT/IMO for assistance in assessing needs as well as identifying potential resources to achieve operational objectives. The IMT/IMO will also be responsible to monitor regional mass vaccination activities; investigating, recommending, and in some cases securing needed resources within the region or with neighboring regions.

IMT/IMO BILLING REVIEW PROCESS

The IMT/IMO will receive expense reimbursement requests at least monthly on a Cost Summary Spreadsheet (located in the Appendix) from LHJs prior to their submittal to the DOH. The IMT/IMO will review all costs and Cost Summary Spreadsheet information, checking to ensure that costs associated with the mass vaccination efforts are reasonable and eligible. Additionally, the IMT/IMO can provide support in developing a general narrative of activities that occur outside of the traditional mass vaccination site and flag costs that potentially need more explanation or documentation.

It is imperative that the IMT/IMO provide timely feedback and direction to LHJs, especially when potentially ineligible costs are identified. Regular coordination between the IMT/IMO and LHJs is essential to the effective execution of mass vaccination efforts. LHJs are directed to compile projected and incurred costs and share this information with the IMT/IMO so they are aware of potential opportunities for support or an immediate need for more resources not able to be locally sourced.

Only participating LHJs are authorized to submit for reimbursement under the DOH project funding agreement. All reimbursement requests associated with this funding must be tied to mass vaccination activities under the coordination and authority of the LHJ. Any variation of this process will not be covered under this funding. Other entities outside of this project partnership seeking to conduct mass vaccination clinics (i.e., hospitals, healthcare providers, etc.) could seek potential funding through the Washington State Public Assistance Program. All subcontractors must have agreements with the LHJ in place and demonstrate that they are participating and cooperating with the LHJ to carry out their Mass Vaccination Plan as provided to the DOH.

DUPLICATION OF BILLING

Duplication of billing refers to submitting costs for services to more than one entity. Duplication of billing is strictly disallowed. Allowable cost reimbursements related to this response effort should only be submitted to the DOH for reimbursement, and to no other entity, including but not limited to Medicaid, Medicare, or other insurance providers. FEMA specifically sites duplication of billing as criterion for ineligibility for participation in this program. Please refer to the <u>FEMA Public Assistance COVID-19 Medical Care Policy (V2)</u> for more information about this rule.

EXAMPLES OF ALLOWABLE EXPENSES

All expenses associated with this funding must be submitted for mass vaccination efforts conducted between January 21, 2021 through April 20, 2021.

- Regular time, overtime, exempt, and non-exempt work time for positions working directly on mass vaccination efforts or directly supporting mass vaccination activities
- Wraparound services for personnel including meals, travel, and lodging
- Facility rentals/leases
- Medical professionals/pharmacists preparing doses in support of the LHJ-authorized mass vaccination site
- Transport of vaccine from preparation or exchange location to mass vaccination sites in accordance with current FEMA reimbursement rates (excluding the purchase of vehicles)
- Supplies, equipment, PPE, communications equipment, and IT specifically supporting the mass vaccine sites
- Meeting expenses, including personnel time, to prepare for mass vaccination clinics
- Unified Command costs per personnel; direct costs of conducting/ coordinating/ supporting mass vaccination administration activities
- Public Works or other personnel conducting site preparation and safety, and expenses associated with assurance of safety and accessibility of traveled right of ways at mass vaccination sites
- Expenses associated with the coordination of physical and human resources and planning for next operational period for mass vaccination activities
- Expenses associated with mobile units (excluding the purchase of vehicles) for conducting mass vaccination activities, using the current FEMA reimbursement rates
- Site security and safety personnel
- Contracts for services supporting mass vaccination activities
- Facility infection control measures
- Storage equipment, coolers, freezers
- Temperature monitoring devices
- Portable vaccine storage units for transportation
- Supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine)
- Expenses associated with medical waste management, including containers and handling
- Proper storage as needed for canisters of liquid nitrogen or dry ice
- Contracts with medical providers or sub-contractors to help Unified Command/LHJs accomplish the mass vaccination plan that has been filed with the DOH and that medical providers are fully cooperating and coordinating under the LHJ plan

EXAMPLES OF DISALLOWED EXPENSES

- Any expenses related to activities outside of the mass vaccination scope of work
- Costs exceeding the amount that FEMA considers reasonable and necessary
- Equipment expenses exceeding \$5,000 apiece
- Expenses associated with vaccinations provided in a traditional healthcare or non-mass vaccination setting (i.e., vaccines administered in a medical professional's office or at an in-patient hospital or clinic setting)

*****Narratives must be submitted to DOH in order to substantiate any unusual purchases*****

HOSPITAL HEALTHCARE PROVIDER AND OTHER PARTNERSHIPS – EXCLUDING STATE-RUN ACTIVITIES

LHJs may choose to collaborate with hospitals, healthcare providers, or other entities as subcontractors for mass vaccination efforts. All contractors and subcontractors must have agreements in place and demonstrate understanding that they are participating and cooperating with the LHJ to carry out their Mass Vaccination Plan as provided to the DOH.

ONLY participating LHJs are authorized to submit qualifying expenses for reimbursement under this DOH funding agreement. Hospitals, healthcare providers, or other entities can contract with the LHJs for reimbursement on this project as eligible and agreed upon by the LHJ. All reimbursement requests associated with this funding must be tied to mass vaccination activities under the coordination and authority of the LHJ. Any variations of this process are not covered under this funding.

Other entities may seek potential funding through the Washington State Public Assistance Program.

IMT/IMO SUPPORT SERVICES

The type and amount of support required will vary between LHJs. The IMT/IMO should be prepared to support these efforts as requested by the LHJ.

Support provided by the IMT/IMO may include providing contract examples or assisting with the actual contractual process. LHJs have been encouraged to reach out to their IMT/IMO for assistance in developing contractual agreements for subcontracted services.

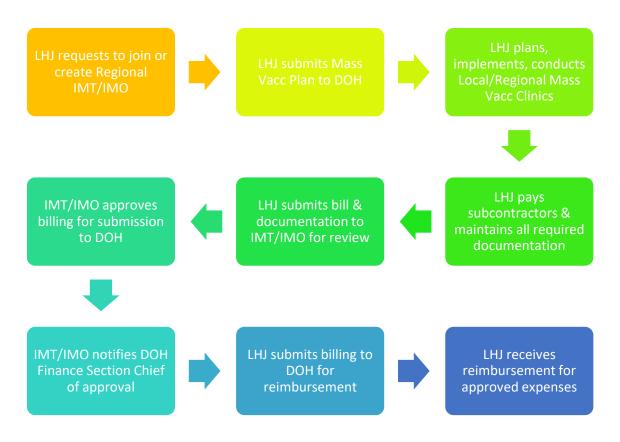
The IMT/IMO will monitor local needs and resources in order to support LHJs with mass vaccination efforts, coordinating additional resources upon LHJ's request. The IMT/IMO will also initiate regional- or state-level requests for support as needed.

The IMT/IMO will be responsible for reviewing and verifying the eligibility of LHJ invoices and associated Cost Summary Spreadsheets prior to submittal to DOH for reimbursement. Documentation and administrative support may be provided by the IMT/IMO to the LHJ as needed or requested.

DOH RESPONSIBILITIES

As shared in the Leader's Intent for this project, the overall purpose of the DOH is to lead the implementation of the vaccine distribution effort, which is state supported, regionally coordinated, and locally synchronized. The DOH issues prioritization guidance based on recommendations from the Center for Disease Control and Prevention (CDC), including determination of the phases of eligibility (i.e., which populations will be eligible for vaccination at specified periods of time relative to dose availability). In addition, the DOH enrolls providers as vaccinators, determines allocation of doses among providers in consultation with local public health agencies, transmits provider orders to the CDC for processing, and supports the statewide Immunization Information System for requiring reporting of COVID-19 vaccine doses administered by the facility. The DOH is also responsible to bridge the gap in local and regional capacity to meet vaccination goals through alternative solutions such as state-run/sponsored mass vaccination clinics, utilization of the National Guard, or coordination of other state resources as needed.

Mass Vaccination Funding Process



- 1. LHJ requests to join or create Regional IMT/IMO
- 2. LHJ submits Mass Vacc Plan to DOH
- 3. LHJ plans, implements, conducts Local/Regional Mass Vacc Clinics
- 4. LHJ pays subcontractors & maintains all required documentation
- 5. LHJ submits bill & documentation to IMT/IMO for review
- 6. IMT/IMO approves billing for submission to DOH
- 7. IMT/IMO notifies DOH Finance Section Chief of approval
- 8. LHJ submits billing to DOH for reimbursement
- 9. LHJ receives reimbursement for approved expenses

Terms & Definitions

| TERM | DEFINITION |
|------------------|---|
| Documentation | LHJs will first be required to submit a Cost Summary Spreadsheet outlining their costs for reimbursement to DOH. A |
| 1 | sample of the Cost Summary Spreadsheet is attached in the Appendix. Reimbursement will be made based upon successful completion of summary documentation and determination of cost eligibility. LHJs are to maintain all |
| | documentation which is regularly expected for FEMA reimbursement, and to follow the DOH guidance on entering all |
| | mass vaccination data into IIS. Upon or prior to project close-out, LHJs are required to submit contracts/agreements, |
| | invoices, timekeeping sheets, monthly cost summary spreadsheets, narratives to support larger or unusual purchases, |
| | proof of payment records, and system of record reports. Other documentation LHJs should be encouraged (but are |
| | not required) to maintain include situation and operational reports, and pictures of on-site vaccination activities (without compromising patient privacy). |
| Duplication of | Duplication of billing refers to submitting costs for services to more than one entity. Duplication of billing is strictly |
| Billing | disallowed. Allowable cost reimbursements related to this response effort should only be submitted to the DOH for |
| | reimbursement, and to no other entity, including but not limited to Medicaid, Medicare, or other insurance providers. |
| | FEMA specifically sites duplication of billing as criterion for ineligibility for participation in this program. Please refer |
| | to the FEMA Public Assistance COVID-19 Medical Care Policy (V2) for more information about this rule. |
| Eligible Costs | All expenses associated with this funding must be submitted for mass vaccination efforts conducted between January |
| | 21, 2021 through April 20, 2021. Examples of eligible costs include regular time, overtime, exempt, and non-exempt |
| | work time for positions working directly on mass vaccination efforts or directly supporting mass vaccination activities; |
| | wraparound services for personnel including meals, travel, and lodging; facility rentals/leases; medical |
| | professionals/pharmacists preparing doses in support of the LHJ-authorized mass vaccination site; transport of vaccine from preparation or exchange location to mass vaccination sites in accordance with current FEMA |
| | reimbursement rates (excluding the purchase of vehicles); supplies, equipment, PPE, communications equipment, and |
| | IT specifically supporting the mass vaccine sites; meeting expenses, including personnel time, to prepare for mass |
| | vaccination clinics; Unified Command costs per personnel; direct costs of conducting/ coordinating/ supporting mass |
| | vaccination administration activities; Public Works or other personnel conducting site preparation and safety, and |
| | expenses associated with assurance of safety and accessibility of traveled right of ways at mass vaccination sites; |
| | expenses associated with the coordination of physical and human resources and planning for next operational period |
| | for mass vaccination activities; expenses associated with mobile units (excluding the purchase of vehicles) for |
| | conducting mass vaccination activities, using the current FEMA reimbursement rates; site security and safety |
| | personnel; contracts for services supporting mass vaccination activities; facility infection control measures; storage |
| | equipment, coolers, freezers; temperature monitoring devices; portable vaccine storage units for transportation; |
| | supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration |
| | of the vaccine); expenses associated with medical waste management, including containers and handling; proper |
| | storage as needed for canisters of liquid nitrogen or dry ice; contracts with medical providers or sub-contractors to help Unified Command/LHJs accomplish the mass vaccination plan that has been filed with the DOH and that medical |
| | providers are fully cooperating and coordinating under the LHJ plan. Narratives must be submitted to DOH in order to |
| | substantiate any unusual purchases. |
| Funding | The timeframe of this expedited funding, with an initial period of performance, is January 21, 2021 through April 20, |
| Timeframe | 2021. |
| Indirect Rates | Indirect rates on this project are defined as "overhead" paid for via an established percentage rate, as approved in |
| | your indirect cost plan. Indirect rates are NOT allowed to be submitted for reimbursement to the DOH under this |
| | funding source. Overhead costs in support of this project are allowable as a direct charge only. |
| Mass Vaccination | Mass vaccination clinics are defined as mass vaccination efforts outside of the usual healthcare delivery methods. |
| Clinic | Examples of mass vaccination clinics include mobile clinics, pop-up clinics, non-clinical facility clinics (i.e., fairgrounds, |
| | arenas, etc.). LHJs determine based on their own criteria if a clinic is outside of the usual healthcare delivery method. |
| Time Sheets | Labor reimbursement documentation requires collection of timesheet data which includes days and times worked on |
| | mass vaccination efforts, as well as work site location, date, activities, and pay/benefits rates. FEMA always requires |
| | some tracking at the actual activity site to verify that the costs associated with the payroll costs are directly related to |
| March Times | the activity performed. Staff time-in and time-out tracking logs should be collected to substantiate labor expenses. |
| Work Time | LHJs can submit regular time, overtime, exempt, and non-exempt work time for positions working directly on mass |
| | vaccination activities, or directly supporting mass vaccination activities. |

Support & Contacts

- For general funding questions and support: Jennifer Love-Tillotson, Finance Liaison Jennifer.Love-Tillotson@doh.wa.gov (360) 236-3927
- For questions related to Mass-Vaccination Funding: Patrick Plumb, FEMA Management Analyst <u>Patrick.Plumb@doh.wa.gov</u> (360) 236-4291
- For questions related to Project Closeout: Adrian White, FEMA Reimbursement Manager Adrian.White@doh.wa.gov (360) 819-3218
- To refer questions related to BARS and Accounting Toni Smith, BARS Coding, Director Accounting & Budget <u>Toni.Smith@doh.wa.gov</u> (360) 236-4535
- To refer questions related to the ConCon: Brenda Henrikson, Consolidated Contract Coordinator Brenda.Henrikson@doh.wa.gov (360) 236-3933



Appendices

LHJ Mass Vaccination Funding Guidance Statement of Work for Mass Vaccination Clinics – Single IMTs Statement of Work for Mass Vaccination Clinics – Regional IMTs Monthly Cost Summary Spreadsheet



Delegation of Authority

Statewide Mass Vaccination Incident Management Assistance

The Washington State, Department of Health (WA DOH) delegates to Jason Biermann, Director of the Snohomish County Department of Emergency Management, the authority to provide incident management assistance to coordinate and support mass vaccination efforts within Snohomish County.

Assumptions

This delegation occurs with these assumptions:

- This incident is very dynamic in nature with many unknowns.
- A declared public health emergency exists.
- This incident will require a prolonged response with varying intensities as well as a prolonged recovery period.
- Management of this incident will follow the guidelines established in accordance with the National Incident Management System (NIMS).

Definitions

LOCAL HEALTH OFFICER – Physician with the statutory responsibility to protect the health of the community and manage healthcare resources during public health emergencies.

WA DOH IMT INCIDENT COMMANDER – The person whom under the direct authority of the State of Washington Secretary of Health, is responsible for all aspects of the DOH Public Health response to COVID; including developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

INCIDENT MANAGEMENT ORGANIZATION – Snohomish County Emergency Coordination Center staff, including contract staff, are responsible for coordinating and supporting mass vaccination within Snohomish County.

Authorities and Responsibilities

Local Health Officer

Responsible for and Authority to:

- Issue Health Officer Directives and Orders
- Provide recommendations for health care providers and entities.

WA Department of Health IMT Incident Commander

Responsible for:

• All aspects of the DOH Public Health response to COVID; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

Incident Management Organization

Responsible for:

- Providing financial oversight on contracting and purchasing actions related to mass vaccination
- Developing and maintaining communication in partnership with the LHJ for internal and external stakeholders as it relates to the mass vaccination point of distribution operations.
- Providing an environment where all response agencies are respected and valued for their unique and important contributions to the mission.
- Coordinating with the Snohomish Health District, Washington State Department of Health, Washington State Emergency Management Division, and other partners.
- Submitting a weekly Situation Report to DOH Planning Section Chief (<u>doh-</u><u>psc@doh.wa.gov</u>), the Snohomish Health District, and cooperating agencies.

Authority to:

- Using the Washington State Phased/Tiered COVID-19 Vaccine Distribution Plan and Snohomish County Comprehensive Medical Countermeasures Distribution & Administration Plan for COVID-19 Vaccine, provide efficient and effective inoculation of identified patients using multiple modalities as vaccine supplies allow.
- Leverage local partnerships to assist with vaccine delivery and sustainability of Snohomish County's vaccination efforts.
- Support other State-approved vaccine providers as available resources allow.
- Provide timely processing of vaccine patient data and share with DOH as quickly as is reasonably possible.
- Coordinate the long-term planning for COVID-19 vaccinations for all Snohomish County residents.
- Provide current, timely, and ongoing information to the Snohomish Health District; assisting and cooperating agencies; stakeholders; and the public, as appropriate.

Finance

Incident management personnel will be reimbursed based on established pay practices and payrates with reimbursement submitted to DOH for payment.

Contract support and operational resources will be reimbursed by DOH in accordance with contract terms deemed reasonable and necessary.

Vehicles will be reimbursed at the Office of Financial Management, Vehicle reimbursement rate.

https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-ratetables

Lodging and travel expenses must comply with the Washington State Administrative & Accounting Manual, Chapter 10 – Travel. Allowable exceptions to lodging and travel restrictions must be approved in writing by DOH. https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.30.htm

Funding support and billing processes will be determined directly with DOH Chief Financial Officer Amy Ferris at (360) 236-4503, Amy.Ferris@doh.wa.gov

Delegation of Authority and Modification to Scope of Work

Modifications to this Delegation of Authority may be authorized within the scope of the assignment listed above.

/s/ Andrew M. Rose_____ Washington State Department of Health Andrew M. Rose – COVID-19 Incident Commander ____<u>3/29/2021___</u> Date

I accept this Delegation:

Jason Biermann – Incident Commander

3/29/2021 Date