Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Regular Meeting Agenda - Amended
February 7, 2024
3 - 5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

Dial in: 253 215 8782 Meeting ID: 852 6383 2261
Passcode: 038473
Webinar Link:
https://us06web.zoom.us/j/85263832261?pwd=a1crSUJscWFkTFhJcGI0N0VkSjZDZz09

3629 South D Street, Tacoma, WA 98418
Board of Health Clerk, (253) 649-1502

Board Members
Marty Campbell
Bruce Dammeier
Kiara Daniels
Paul Herrera
Jani Hitchen
Nicholas Rajacich, MD
Catherine Ushka
Bryan Yambe

I. CALL TO ORDER

II. ROLL CALL

III. COMMENTS BY THE PUBLIC

The Board will consider written and oral public comments. Submit written comments any time prior to when a Board of Health meeting adjourns at director@tpchd.org. Written comments we receive prior to noon on the date of a Board of Health meeting will go to Board members before the meeting.

Oral comments can be in person or remote. To make oral comments remotely call 253 215 8782 and use Meeting ID: 852 6383 2261 Passcode: 038473 when you join the meeting by phone with the number, meeting ID, and passcode at the top of the agenda. Press *9 to raise your hand and signal you wish to make a comment. You will be announced by your name or the last four digits of your phone number.

Comments unrelated to specific agenda items have a two-minute limit per person. The Chair has the authority to change the time limits as deemed necessary.

All written and oral comments will become part of the meeting record.

IV. CONSENT AGENDA

1. Approval of the meeting minutes for **January 3 and January 17, 2024.**
2. **Resolution No 2023-4815 -** Authorization to contract with MultiCare Health Systems for $164,000 to provide mobile immunization services during the period of January 1, 2024 – December 31, 2024.

V. REGULAR AGENDA

1. **Resolution No. 2024-4826** – Authorization to amend the Environmental Health Code by adding a new Chapter 7 "Retail Food Regulations".
   [Christina Sherman, Program Manager]
   Board Chair calls for public comment

2. **Resolution No. 2024-4827** – Authorization to amend the Environmental Health Code by adding a new Chapter 9 "Water Recreation Facility Regulations".
   [Christina Sherman, Program Manager]
   Board Chair calls for public comment

3. **Resolution No. 2024-4828** – Authorization to amend the Environmental Health Code by adding a new Chapter 10 "Environmental Health and Safety Regulations for Primary and Secondary Schools".
   [Christina Sherman, Program Manager]
   Board Chair calls for public comment

4. **Resolution No. 2024-4829** – Authorization to amend the Environmental Health Code by adding a new Chapter 13 "Camp Regulations".
   [Christina Sherman, Program Manager]
   Board Chair calls for public comment

5. **Resolution No. 2024-4832** –Authorization to continue investigation of Facility Options presented by Pierce County Facilities to the Board of Health on January 3, 2024. The Board of Health recommends the following: Exclude Options 1 and 2, and continue to explore Options 3, 4, 5 and 6. In addition, the Board of Health requests Pierce County Facilities to explore a new option to demolish the Soundview Building and construct a new building for the Health Department on that property. Therefore, we request the Board to move the letter for signature and send to Pierce County Facilities Director, Karl Imlig, and satisfy the Pierce County Council proviso language. Authorization to adopt Chapter 246-376 WAC by reference in its entirety, effective 12:01 a.m. February 7, 2024.
   [Gina Shackelford, Interim Assistant Division Director]
   Board Chair calls for public comment

VI. COMMENTS BY INTERIM DIRECTOR OF HEALTH
[Cindan Gizzi, Interim Director of Health]

1. **Working smarter to fight our opioid crisis**
   [Chelsea Amat, Opioid Task Force Coordinator]
   [Communications Director]

2. **Who's Hungry in Pierce County?**
   Exploring Food Insecurity Trends
   [Naomi Wilson, Community Assessment Director]
   [Sue Potter, Nourish Pierce County]

VII. COMMENTS BY BOARD OF HEALTH MEMBERS

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

Tacoma-Pierce County
Board of Health

Study Session
January 3, 2024
3-5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

Hybrid Format with in-person and remote attendance
Dial in: 253 215 8782 Webinar ID: 852 6383 2261
Passcode: 038473

Call to Order
Vice Chair Hitchen called the January 3, 2024 Tacoma-Pierce County Board of Health Study Session to order at 3:02 p.m.

Members Present:	Marty Campbell, Kiara Daniels, Paul Herrera, Jani Hitchen, Nicholas Rajacich, Catherine Ushka; **Alternate Board Members:** Stephen Cook, Robyn Denson, Steve O'Ban arrived at 3:06 p.m., Bryan Yambe,
Members Excused:	Bruce Dammeier.
Also, present:	Cindan Gizzi, Interim Director of Health; Sebrena Chambers, Strengthening Families, Division Director; Jessica Gehle, Environmental Health Division Director; Naomi Wilson, Community Assessment Manager; Nigel Turner, Division Director, Communicable Disease Control; Ingrid Payne, Operations and Finance Director; Edie Jeffers, Community & Communications Relationship Manager; Brian Moore, Business & Technology Director; Darlene Mendoza, Human Resources Director; Erin Dilworth, Healthy Community Planner; Gregory Jacoby, Legal Counsel. Guest Steve Wamback, Pierce County Facilities Management; Deborah Anderson, Pierce County Facilities Management.

Healthy Community Planning

Erin Dilworth, Healthy Community Planner updated board members on the work her program is doing and how that work links to the Health Department's Strategic Plan. She shared six elements of healthy community planning, advised health impact assessments (HIAs), State Environmental Policy Act (SEPA) reviews and the program's work with other planners in the county.

Ms. Dilworth advised board members on the six elements of healthy community planning: land use and community design; transportation; housing; economic development; natural environment; parks, recreation, and open space.

She shared Health Impact Assessments (HIAs) is relatively new work for the Health Department. HIAs serve as a tool to inform decisionmakers and the public of potentially significant impacts, both beneficial and harmful of a proposed project policy or program.

The program is currently working with City of Tacoma on two HIAs: Home in Tacoma and Picture Pac Ave which is the subarea plan for Pacific Avenue from I-5 down to South 96th.

Ms. Dilworth advised on an advisory group made up of eight community members representing neighborhood councils, community leaders, people who live along Pac Ave, active transportation advocates and health advocates. The advisory group held an open house for community to share what is it about Pac Ave that makes them healthy or hurts their health.

She advised board members the purpose of State Environmental Policy Act (SEPA) is to identify adverse impacts from a project and make recommendations, intervention, or mitigation. The program is working with other planners in the county – Healthy Community Planning group. She shared information on an upcoming Healthy Community award at the Pierce County Regional Council in February.

Discussion followed on processes: HIA process - how is it started and how is the final determined on what is studied. SEPA process - review timelines, turnaround time and is it concurrent with other processes. Further discussion followed on how is the program is engaging and thoughts about sharing or working with some of the initiatives that are happening in the Pacific Avenue corridor or through the county.

Ms. Dilworth advised board members the program works with residents up and down the corridor. The program is using their existing outlets, doing a lot of community engagement, and getting as many touchpoints as they can.

Discussion followed on Blue Zones happening in the Pacific Avenue community, policy work around this jurisdiction, what is the state's role in this work and partnership.

Tacoma-Pierce County Health Department Building Study

Gina Shackelford, Tacoma-Pierce County Health Department Facilities Director advised board members on ongoing meetings with an architecture group brought to them through Pierce County. Ms. Shackelford advised board members Steve Wamback, Pierce County Facilities Management and Deborah Anderson with Facilities Management will present the Health Department building study and answer questions.

Pierce County Facilities presented six options for a new Health Department building that meets the organization's capacity needs:

- Option 1: First and second floor addition to existing building.
- Option 2: First, second floor additions and add a third floor to the existing building.
- Option 3: Modernize existing building and adjacent Soundview building.
- Option 4: Lease and improve an existing building.
- Option 5: Purchase existing building and remodel for the Health Department.
- Option 6: Acquire land that meets TPCHD location criteria and build new building.

Board members discussed each option, impact to staff and operations, services, and the need to maintain the continuity of services. Discussion followed on excluding options 1 and 2, exploring options 3, 4, 5 and 6.

Discussion followed on timeline and what is Pierce County Facilities' ask of board members. Ms. Anderson advised board members March 1 Pierce County Facilities will share the analysis with County Council. Mr. Wamback recommended board members submit a concise statement of view from the Board to County Council.

Chair Ushka asked staff to add a note to the next business meeting for a discussion with the Board so they can agree on a statement and send it forth with full input from everybody on the Board. Alternate board member O'Ban requested a copy of the presentation. Board Clerk Patricia Darden will share a copy with board members.

Health Department staff will draft a statement highlighting today's discussion and share it at the next board meeting for input and make a formal action during a Regular Meeting.

Executive Session

There was no executive session.

Adjournment

The meeting adjourned at 3:56 p.m.

ATTEST:

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Tacoma-Pierce County
Board of Health

Regular Meeting Minutes
January 17, 2024
3 - 5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

Dial in: 253 215 8782 Meeting ID: 879 2956 5840
Passcode: 593189
Webinar Link: https://us06web.zoom.us/j/87929565840?pwd=a3FPWHlDckFXSC9EaHdlUnh0U01qdz09

Call to Order
Vice Chair Hitchen called the January 17, 2024 Tacoma-Pierce County Board of Health Regular meeting to order at 3:01 p.m.

Roll Call
Board of Health Members Present: Catherine Ushka, Jani Hitchen, Marty Campbell, Kiara Daniels arrived at 3:04, Paul Herrera, Alternate Board Members: Stephen Cook, Steve O'Ban, Bryan Yambe.
Board of Health Members Excused: Bruce Dammeier, Nicholas Rajacich.

Election of Board of Health (BOH) Officers

Board Member Campbell made a motion to move for 2024 Board Chair - Catherine Ushka and Vice Chair - Jani Hitchen. Seconded by Board Member Ushka.

The motion passed unanimously on a voice vote.

Finance Advisory Committee

Vice Chair Hitchen asked for volunteers among board members to serve on the Finance Advisory Committee. She shared the purpose and meeting frequency and explained the role board members have on the committee.

Chair Ushka and Vice Chair Hitchen volunteered to continue attending this meeting in 2024. Chair Ushka encouraged Alternate Board members Yambe and O'Ban and others that have not taken a turn to consider serving on the committee.

Chair Ushka made a motion to move item 3. Facilities Update from Comments by Interim Director of Health to Item 3 on the Regular Agenda. Seconded by Alternate Board Member Cook.

Vice Chair Hitchen advised this has been properly moved and seconded that the Board amend the agenda to add under the Regular Agenda, Item 3. Facilities Update and discuss the letter to Pierce County Facilities.

The motion passed unanimously on a voice vote.

Comments by the Public (not related to a specific agenda item)

There was no public comment.

Consent Agenda

1. Approval of the meeting minutes for **December 6 and December 20, 2023**.

2. **Resolution No. 2023-4819** – Authorization to contract with McGavick Graves for general counsel in the amount of $150,000; and Summit Law for counsel related to labor law in the amount of $50,000; for the period of January 1, 2024 through December 31, 2024.

Vice Chair Hitchen read the title into the record. Board Member Campbell moved to adopt the Consent Agenda. Seconded by Chair Ushka.

The motion passed unanimously on a voice vote.

Regular Agenda

Resolution No. 2024-4830 - Authorization to expend $133,587 with Admiral Insurance Company for General and Professional liability insurance and $52,906 with Landmark American Insurance Company for excess liability insurance; and authorization to expend an additional combined $169,142 with the following agencies: Life Insurance Co of New York (Travel Accident), Travelers (Crime), CIAW Insurance Company (Property, Auto, Equipment breakdown, Cyber, Wrongful Acts), and Atlantic Specialty (Earthquake) for the period of January 1, 2024 through January 1, 2025. Board Member Campbell moved to adopt the resolution. Seconded by Chair Ushka. The Clerk read the title into the record.

Carolyn Korst, Senior Human Resources Analyst presented the resolution. Ms. Korst advised board members on the Health Department's standard annual insurance renewals. Kym Wilson, with Brown and Brown Insurance advised board members on increases in premiums, why and what's driving these increases.

There was no public comment. The motion passed unanimously on a voice vote.

Resolution No. 2024-4831 - Adoption of the 2024-2025 beginning budget for Tacoma-Pierce County Health Department in the amount of $111,382,100 with 355.35 FTEs. Board Member Campbell moved to adopt the resolution. Seconded by Board Member Herrera. The Clerk read the title into the record.

Jamie Paulson, Fiscal and Budget Manager presented the resolution. Ms. Paulson provided board members with a brief update on the Health Department's biennial budget. She provided background on the biennial budget and highlighted Pierce County contributions.

There was no public comment. The motion passed unanimously on a voice vote.

Facilities Update

Gina Shackelford, Facilities and Operations Manager advised board members on next steps for the Pierce County facility update. Ms. Shackelford advised on how this work links to the Department's strategic plan, summarized the Jan. 3 Pierce County presentation and the draft letter to Pierce County Facilities Team.

Chair Ushka led a discussion on whether the letter going out to Pierce County should go out under the Chair's signature or take a vote and have multiple signatures. She advised that if the letter had all board member signatures it would take a vote. Chair Ushka shared she wanted the letter to reflect the will of the Board. Vice Chair Hitchen asked Ms. Shackelford to summarize the draft letter for board members and virtual listeners.

Vice Chair Hitchen advised that if there is interest by board members physically signing onto the letter that the Board postpone any other action on this formally today to the Feb. 7 Board of Health meeting.

Chair Ushka made a motion to table this topic until the next Board Meeting. Seconded by Board Member Herrera.

The motion passed unanimously on a voice vote.

COMMENTS BY INTERIM DIRECTOR OF HEALTH

[Cindan Gizzi, Interim Director of Health]

MLK Day

Cindan Gizzi, Interim Director of Health advised board members the Health Department took time earlier this week to honor the legacy of Dr. Martin Luther King Jr. and recognize the work we need to do in our community and at our Health Department to advance racial justice and health equity.

Cold weather

Ms. Gizzi advised board members on staying safe and warm during the cold and windy weather that we have had. She shared you can find tips on the Health Department website.

New website!

Ms. Gizzi shared the Department has a new website. Board members can check out the new-and-improved website at tpchd.org. Questions? Email us at communications@tpchd.org.

Chair Ushka commented on the Department's new webpage. She expressed her accolades to the Department and Communications team. Vice Chair Hitchen also extended her thanks to the Department and Communications team for their work on updating the Department webpage.

2023 Board of Health Year in Review

Naomi Wilson, Community Assessment Manager lead board members on a review of 2023. She discussed Board meeting format: Board presentation and discussion topics and resolutions. Ms. Wilson reflected on board member feedback from 2023 and how the Department implemented and operationalized their feedback.

Patricia Darden, Confidential Assistant/Board Clerk provided board members with a review of meetings attended by board members and agendas and meeting packets reviewed by board members.

Ms. Wilson led board members through a discussion on how is the Department's communication with board members? How is that going well and where are there areas where the Department can make improvements. Board members shared their feedback and comments.

Ms. Wilson led board members through a discussion of what went well in 2023 and a look forward to 2024. Board members shared their feedback.

Respiratory Disease Surveillance

Jeny Nybo, Program Manager advised board members on respiratory disease surveillance the program is doing this year. She advised board members on the foundational public service of disease surveillance service specifically winter respiratory disease surveillance and how this work aligns with the Department's strategic plan by providing timely and accurate information about disease activity and helps guides their messaging with medical providers in the community.

Matt George, Epidemiologist advised board members on the Department's new respiratory disease dashboard, walked them through an overview of each of the metrics and current disease activity. Mr. George advised board members on using data to drive messages.

Discussion followed on ways to break data down by demographics. Mr. George advised board members that what they see is the entirety of Pierce County. He shared there is an ability to disaggregate further by race, ethnicity, and other demographic characteristics, but that some of the data may be too low for reliability.

COMMENTS BY BOARD OF HEALTH MEMBERS

Chair Ushka thanked board members for their leadership and engagement this year. Vice Chair Hitchen thanked Chair Ushka for her leadership through this time. Board member Campbell thanked Chair Ushka for bringing the National Board of Health to Tacoma this year.

Executive Session

There was no executive session.

Adjournment

The meeting adjourned at 4:20 p.m.

ATTEST:

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2023-4815

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To contract with MultiCare Health Systems for $164,000 to provide mobile immunization services during the period of January 1, 2024 – December 31, 2024.

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2023-4815

Requesting Division	Presenter	Phone Number
Communicable Disease	Nigel Turner, Division Director	253 649-1692

Preparation of an Agenda Request/Resolution for the Board of Health meeting.	Date:	December 20, 2023

Request Summary

Authorization to contract with MultiCare Health Systems for $164,000 to provide mobile immunization services during the period of January 1, 2024 – December 31, 2024.

Background Information / Comments

Finance Advisory Committee reviewed this item on October 11, 2023

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action	Approve Resolution No. 2023-4815

List all materials attached as backup information for the request.

MultiCare Health System 2024-00000012

Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	**Grantor / Contractor:**

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	$164,000.00
Total:	$164,000.00

Additional Expenditure		
Account Number(s)	103-441-1070-59	$164,000.00
	Total:	$164,000.00
Program Name	Communicable Disease Network	

Nigel Turner (Feb 1, 2024 12:17 PST) **Program / Division Director Approval**	Ingrid Payne (Feb 1, 2024 11:38 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

Multicare Mobile Immunization contract

Health Lens Analysis Questions

1. What is this proposal trying to accomplish?

This contract funds MultiCare to provide mobile immunizations for children ages birth to 18 years old in higher poverty, underserved areas and to culturally and linguistically diverse communities. Services increase access to vaccines by providing services at times and locations that are accessible to working parents (such as weekends and after hours). The mobile immunizations program is organizationally located in MultiCare's Center for Health Equity because of the important connection to reducing health disparities.

This initiative is a result of a CDC study that identified vaccine barriers for children who live in urban areas and provided recommendation on how to increase access and improve rates.

2. Which groups of people will be most affected by this proposal?

Positively affected: Children and parents with limited resources (including time, access to transportation); families that have lower incomes, are uninsured or underinsured.

Negatively affected: One unintended effect is that receiving immunizations outside of the doctor's office may result in the child not completing an annual visit or establishing a medical home.

3. Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?

Consulted with: Health care systems, clinics, schools, foundations, parents and families.

Have not consulted with: more regular and ongoing consultation with parents and families would be valuable.

4. How would this proposal improve or impair the social conditions of the community?

This program improves social conditions by

- Protecting children and the larger community from disease (helps kids not miss school days and activities).
- Providing convenient access to childhood immunization for families facing barriers and resource challenges.

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

5. How would this proposal improve or impair the economic conditions of the community?

This program improves economic conditions by

- Providing free vaccines for families who have limited resources.
- Making childhood vaccine services accessible (location, day, time of day) for parents who work.
- Preventing disease that may cause children to miss school or be excluded from day care, resulting with parents and caregivers missing work.

6. How would this proposal improve or impair the environmental conditions of the community?

N.A

7. What are some possible unintended negative health effects of this proposal?

When children receive vaccines this way, they may put off or skip their annual physical with their primary care provider or prolong establishing a medical home. While the ideal is that every child has an established medical home with regular physicals and immunizations with their PCP, we recognize many families face challenges in doing so. This is a pragmatic approach to prevent disease, ensure the child is attending school, and protect the community from disease.

8. What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?

Efforts to connect children who use this service to medical homes have not been successful in the past. We continue to work with MultiCare and families using the service to re-examine how we to do that effectively.

9. What actions will be taken to strengthen this proposal's support of health in Pierce County?

No change (please explain:)	Increase awareness of clinic throughout Pierce County through communication tools
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

CONTRACT FOR SERVICES

This **Contract for Services**, **#2024-00000012**, is hereby made by and between the **Tacoma-Pierce County Health Department** ("**Department**"), and **Multicare Health System** ("**Contractor**").

I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

A. ***Contract*** means this **Contract for Services** together with the below-identified attachments, each of which is incorporated in this Contract for Services by this reference.

Addendum	Page	Description
A	10	Contractor Services
B	11	Reimbursement
C	13	Business Associate Agreement

B. ***Services*** means all work performed by **Contractor** for **Department** pursuant to and governed by this **Contract**.

C. ***Records*** means all documents arising out of or related in any way to the **Services**, including, without limitation, any paper, correspondence, note, report, tape, plan, book, photo, film, video, sound recording, machine-readable material and data file in the possession or under the control of **Contractor**, its employees, agents, successors, or assigns.

D. ***Confidential Information*** means all non-public information that **Department** designates as being confidential, or that which under the circumstances ought to, in good faith, be treated as confidential.

II. TERM

The term of this **Contract** shall begin **January 1, 2024** and end **December 31, 2024**, unless terminated earlier pursuant to its terms and conditions. Should this **Contract** be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date. **Department** reserves the right to renew this **Contract** on the same terms, for up to two (2) additional one-year terms, based upon available funding and satisfactory performance.

III. PAYMENT

The **DEPARTMENT** shall pay the maximum sum of **$164,000** for the services provided by the **CONTRACTOR** as set forth in Addendum A. The payment for the services provided shall be made as set forth in Addendum B, attached hereto and incorporated by reference.

IV. HOLD HARMLESS

Contractor agrees to defend, indemnify and hold harmless **Department**, its appointed and elected officials, officers, directors, employees, and agents from and against any and all liabilities, losses, claims, obligations, demands, costs, damages and expenses, including attorney's fees (collectively, a "**Claim**") arising out of or in any way related to **Contractor's** performance of this **Contract**, to the extent caused by the negligent acts or omissions of **Contractor**, its subcontractors, agents, successors and assignees, or anyone directly or indirectly employed by **Contractor** or anyone for whose acts **Contractor** supervise or control (each a "**Contractor Party**"), regardless of whether or not such **Claim** is caused in part by **Department**. Where a **Claim** arises from the concurrent fault of the parties to the **Contract**, **Contractor's** obligations under this Section shall only apply to extent of the respective fault of **Contractor** and **Contractor Parties**. This duty to defend, indemnify and hold harmless shall apply regardless of whether a **Claim** is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and **Contractor** waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this **Contract** is executed after **Contractor** begins the **Services** and shall extend to claims arising after this **Contract** is terminated. **Contractor** shall use legal counsel reasonably acceptable to **Department** in defense of **Claims** within **Contractor's** defense obligations.

V. INSURANCE

A. **Contractor** shall maintain, at its own expense, during the duration of this **Contract**, all insurance identified below. All insurance required below shall be secured with insurance companies having an A.M. Best's rating of not less than A-VII.

1) **Commercial General Liability Insurance**, using Insurance Service Office form CG0001 or the equivalent, with minimum limits of no less than **$1,000,000** each occurrence, $2,000,000 general aggregate, including, but not limited to, bodily injury, including death, and damage to property, premises and operations, products and completed operations (for the entire period of the applicable statutes of limitation); independent contractors; blanket contractual; personal injury and advertising injury.

2) **Commercial Automobile Liability Insurance**, with minimum limits of no less than **$1,000,000** each accident, with coverage applying to all owned automobiles, hired and non-owned.

3) **Professional Liability or Errors, and Omissions Insurance**, where **Services** delivered pursuant to this **Contract** either directly or indirectly involve or require providing professional services *("professional services" for the purposes of this **Contract**, shall mean physician, psychologist, engineering, or other licensed or certified profession)*, with limits not less than $1,000,000 each claims, $1,000,000 aggregate.

4) **Workers' Compensation Insurance** as required by Washington State law.

5) **Employer's Liability** with limits not less than $1,000,000 each employee, $1,000,000 each occurrence, $1,000,000 annual aggregate.

B. **Contractor's** Commercial General Liability Insurance policy and Comprehensive Automobile Liability Insurance policy shall name **Department** as an additional insured on a primary and non-contributory basis and the insurers shall be required to waive all rights of subrogation against **Department** and its officers, directors, employees, and agents. The Commercial General Liability insurance shall include Department as additional insured for both ongoing and completed operations using Insurance Services Office form CG2010904-13) and CG 2037(04-13) or the equivalent. **Contractor** shall provide **Department**, by endorsement or policy provision, at least thirty (30) days' written notice prior to any cancellation, non-renewal, or material change; provided that only ten (10) days' notice is required prior to cancellation for premium non-payment.

C. Promptly following demand by **Department**, **Contractor** shall provide to **Department** acceptable certificates of insurance evidencing coverage required according to this **Contract** prior to commencement of **Services** and at any other time requested by **Department**.

D. **Department** shall have no obligation to report occurrences unless a claim is filed with the Director of Health.

F. **Self-Insurance**

1) In the event **CONTRACTOR** has a self-insurance program, **CONTRACTOR's** responsibilities to **DEPARTMENT** are not waived. **CONTRACTOR** will be responsible for defending and indemnifying and holding **DEPARTMENT** harmless from any and all **Claims** in the same manner as would be required and provided by an insurance company under this section. The intent of this clause is to provide "Additional Insured" coverage to **DEPARTMENT** in the same manner as would have been provided by an insurance policy.

2) Evidence of **CONTRACTOR's** self-funded/self-insurance program will be provided to **DEPARTMENT**, including name, address and phone number of a claim manager, along with the name and description of the self-funded/self-insurance plan.

3) **CONTRACTOR** will also provide a Certificate of Insurance listing all excess layers of liability coverage, limits and SIR's or deductibles.

VI. RECORDS, CONFIDENTIALITY, AND OWNERSHIP OF WORK FOR HIRE

A. **Contractor** shall maintain and preserve, for the time period described in Section VI (B) below, all **Records** despite any document retention policy to the contrary. **Department**, its attorneys, agents, and authorized representatives shall have the right, during the time period described in Section VI (B) below, to examine and copy all Records and shall have open access to **Records** for any purpose, including, but not limited to, the purpose of audit, inspection, and reproduction.

B. The time period, for purposes of Section VI (A), shall end eight (8) years after the final payment, or final settlement under this **Contract**, or final resolution of any disputed matter arising out of the **Contract**, whichever occurs later.

C. **Contractor** shall provide **Department** with prompt access to **Records** and agrees to ensure to the extent possible the cooperation of its agents and employees to aid **Department** in the collection of such information and **Records** as **Department** may require in complying with applicable state and federal laws, including, without limitation, data breach notification requirements. **Department** shall give reasonable notice to the **Contractor** to gain access to **Records**.

D. **Contractor** shall not submit to any agency or third party any data, **Records**, reports, summaries, analyses, documents, other materials, or **Records** developed by **Contractor** in connection with the **Services** without first affording **Department** reasonable opportunity *(to be not less than ten [10] business days)* to review and approve the release of such material.

E. All **Records** except medical and client treatment records or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws. Medical client treatment records of all kinds shall be considered confidential. **Contractor** agrees to notify **Department** immediately if there is a breach of security of any system maintained by **Contractor** that includes personal information (as defined in RCW 19.255.010) acquired in connection with **Contractor's** performance of **Services** under this **Contract**.

All **Records**, including pre-contract documents (such as bid documents), supplied by **Contractor** shall be considered to be public records. **Contractor** acknowledges that **Department** is a public entity subject to the Public Records Act, Chapter 42.56 RCW. **Contractor** further acknowledges that

Records submitted to **Department** may be subject to release to a third party. If **Contractor** believes that any **Records** should be confidential (such as trade secret or other proprietary data) **Contractor** must mark such **Records** accordingly. If **Department** receives a request for **Records** which would include **Records** marked by **Contractor** as confidential, **Department** may, at its sole option, contact and notify **Contractor** of the request. If **Contractor** desires to prevent release of the **Record**, it shall be **Contractor's** sole responsibility to obtain a court order enjoining the release. Nothing in this section shall be deemed to impose any duties, obligations, or liability upon **Department** for the release of **Records** regardless of whether they are marked confidential.

F. All rights, title, and interest in anything produced in the performance of this **Contract**, including, without limitation, all inventions, works of authorship, designs, know-how, ideas, **Work**, and information, shall pass to **Department** when payment is made pursuant to the **Contract**.

G. **Contractor** shall warrant that all titles pass to **Department** free from claims, liens, special interests, or encumbrances.

H. Should **Department** order or commission, pursuant to this **Contract**, the creation of an original work or works by **Contractor** for use as one or more of the following ("**Work**"), the parties agree that the **Work** shall be conserved a "work made for hire" as defined by 17 U.S.C. § 201(b): as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

1) In the event the **Work** is for any reason determined not to be a work made for hire, **Contractor** does hereby assign to **Department** all exclusive right, title and interest to the **Work**, including all copyrights in the **Work**. **Contractor** hereby irrevocably designates and appoints **Department** as its agent and attorney-in-fact, coupled with an interest, to act for and on **Contractor's** behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by **Contractor**.

2) **Contractor** warrants that the **Work** will not infringe upon any existing copyright, and that **Contractor** will indemnify, defend, and hold **Department** harmless against any claim, demand, action or recovery, including attorney fees and costs, against **Department** by reason of any violation of proprietary or copyright law arising out of or in connection with the **Work**.

VII. DEFAULT OR BREACH OF CONTRACT

A. Any of the following events constitutes a default under this **Contract**:

1) **Contractor's** failure to comply with the terms and conditions of this **Contract** or to substantiate compliance;

2) **Contractor's** ineffective, improper, or illegal use of **Contract** funds;

3) **Contractor's** provision of materials, information, reports, or documentation which is incomplete, misleading, incorrect, or false, either knowingly or inadvertently;

4) **Contractor's** failure to provide the **Services** in a timely and reasonable manner;

5) Any illegal act on the part of **Contractor**; and

6) Any failure to resolve, in a timely fashion, audit findings associated with this **Contract**.

B. None of **Department's** rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to **Department** at law or in equity, and no express or implied waiver by **Department** of any default shall

constitute a waiver of any other default or a waiver of any of **Department's** rights.

C. In the event that it is determined that any funds were disbursed under this **Contract** in violation of the terms and conditions of this **Contract**, such sums shall be promptly reimbursed to **Department** upon written demand. Neither payment of any funds under this **Contract**, nor any other action of **Department** or its agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

VIII. SUSPENSION/TERMINATION

A. **Department** may terminate this **Contract** at any time upon the default of **Contractor** or upon public convenience, including but not limited to loss of or reduction in funding. In the event of termination, all finished or unfinished documents, reports, or other material or **Work** of **Contractor** pursuant to this **Contract** shall be submitted to **Department**, and **Contractor** shall be entitled to just and equitable compensation for any satisfactory **Services** completed prior to the date of termination, not to exceed the total compensation set forth herein. Termination shall be accomplished by providing **Contractor** with fourteen (14) days written notice. **Contractor** shall not be entitled to any reallocation of cost, profit, or overhead. **Contractor** shall not be entitled to anticipated profit on **Services** not performed, penalties, or termination charges because of such termination. **Contractor** shall use its best efforts to minimize the compensation payable under this **Contract** in the event of such termination. If the **Contract** is terminated for default, **Contractor** shall not be entitled to receive any further payments under the **Contract** until all **Services** have been fully performed. Any extra cost or damage to **Department** resulting from any default(s) shall be deducted from any money due or coming due to **Contractor**. Where the **Contract** is terminated as a result of **Contractor's** default, **Contractor** shall be responsible for all increased expenses incurred by **Department**, including all increased costs for completing the **Services**.

B. **Department** may suspend this **Contract**, at its sole discretion, upon five (5) business days advance written notice to **Contractor**. Such notice shall indicate the anticipated period of suspension, if known. Any reimbursement for expenses incurred due to the suspension shall be limited to **Contractor's** reasonable expenses, and shall be subject to verification. **Contractor** shall resume performance of **Services** under this **Contract** without delay when the suspension period ends. The time for completion shall be extended by the same number of days the work is suspended. In the event the suspension period exceeds 120 days the term of this **Contract** may be renegotiated at the request of either party. Both parties are granted the option to terminate the suspension portion of the **Services** if renegotiations are not successful.

C. Notwithstanding anything in this **Contract** to the contrary, if the funding authorities of **Department** *(Federal, State, and local agencies)* fail to appropriate funds to enable **Department** to continue payment as specified within this **Contract**, **Department** may suspend or terminate this **Contract** without penalty or termination charges provided **Contractor** receives at least fourteen (14) days prior written notice of lack of appropriate funds as the reason for the suspension or termination.

IX. JURISDICTION

This **Contract** shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this **Contract** shall be in the State of Washington. Venue for all actions arising pursuant to this **Contract** shall lie within Pierce County, Washington.

X. ATTORNEY FEES

In the event of litigation arising out of this **Contract**, each party shall be responsible for payment of their own attorney's fees and costs except as otherwise provided herein.

XI. INTERPRETATION

Any provision of this Contract that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

XII. INDEPENDENT CONTRACTOR

A. All **Services** shall be furnished by **Contractor** as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant.

B. **Contractor's** entire compensation for this **Contract** is specified in Addendum B. **Contractor** is not entitled to any **Department** benefits including, but not limited to, overtime pay, worker's compensation, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to **Department** employees.

XIII. PERFORMANCE

Contractor shall perform all **Services** in accordance with all applicable industry and professional standards. **Contractor** agrees that it will use only qualified, competent personnel, and that it will not make substitutions for person(s) whose performance **Department** has specifically desired.

XIV. TIME

Time is of the essence to this **Contract**. **Contractor** warrants that all **Services** can be completed within the time specified herein.

XV. NOTICE AND MODIFICATION OF CONTRACT

A. All notices required under this **Contract** shall be directed to the applicable **Representative** in writing and personally delivered or sent by overnight courier or certified mail, return receipt requested. Notices shall be effective upon the earlier of receipt by the party or three (3) days after mailing if sent by overnight courier or certified mail, return receipt requested.

B. No amendments or modifications to this **Contract** are valid or binding until reduced to writing and signed by the **Representatives** of both parties, except in the event of an increase to the dollar amount of the original **Contract**, which may be approved solely by **Department**.

XVI. SUBCONTRACTS

A. **Contractor** shall obtain written approval from **Department** prior to subcontracting for any portion of the **Services**. If **Department** has reasonable objection to a proposed subcontractor, **Contractor** shall propose an alternate subcontractor. By appropriate written agreement, **Contractor** shall require each subcontractor, to the extent of the **Services** to be performed by the subcontractor, to be bound to the **Contractor** by the terms of the **Contract**, and to assume toward **Contractor** all the obligations and responsibilities which **Contractor** assumes toward **Department**. **Contractor** shall in all instances remain fully responsible for **Contract** performance.

B. **Contractor** shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

C. **Contractor** shall obtain a written agreement between **Contractor** and all subcontractors that meet all the requirements of a Business Associate Agreement as defined by HIPAA. **Contractor** is responsible for ensuring there is a proper Business Associate Agreement in place with all subcontractors if any

portion of the **Services** requires access to or use of protected health information.

D. **Contractor** shall solicit and utilize Minority & Women's Business Enterprises as subcontractors to the extent required by **Department**.

XVII. ASSIGNMENT

Contractor may not assign its interest in this **Contract** without **Department's** prior consent.

XVIII. COMPLIANCE WITH LAWS AND REGULATIONS

A. **Contractor**, its agents, employees, independent contractors, and others over whom **Contractor** has supervision or control shall perform the **Services** in accordance with, and shall adhere to and/or comply with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations, and lawful orders of any governmental authority or agency, and shall also adhere to and/or comply with all applicable **Department** regulations, policies, and procedures. When necessary as determined by the **Department**, **Contractor** shall attend **Department** meetings.

B. **Contractor** represents and warrants that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. **Contractor** further agrees that it will notify **Department** immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

C. **Contractor** shall pay all taxes for the **Services** provided by **Contractor**.

D. As the understanding of COVID-19 continues to evolve, so too have the health and safety requirements developed by state and federal authorities, including the Centers for Disease Control, the Occupational Safety and Health Administration, the Washington State Governor's Office, and the Washington State Department of Health. Contractor shall meet the COVID-19 worksite-specific safety practices identified by state and federal authorities. All costs relating to meeting these requirements shall be borne by the Contractor.

XIX. NONDISCRIMINATION

Each party covenants that in providing the **Services** and otherwise performing under this Contract, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

XX. DISPUTES

In the event of a dispute in the interpretation or application of this **Contract**, both parties are to proceed with good faith negotiation to resolve said dispute. However, in the event such dispute cannot be resolved within thirty (30) days of either party requesting negotiation, the dispute may be appealed to the Director of Health for resolution. Any action arising out of or relating to this **Contract** shall be construed in accordance with the laws of the State of Washington without giving effect to its choice of law rules. The venue of any such dispute shall be in Pierce County Superior Court.

XXI. RISK OF LOSS

Any risk of loss to materials, supplies, and equipment covered by or used under the performance of this **Contract** remains with the **CONTRACTOR** unless special provision is made otherwise. Furthermore, the

CONTRACTOR bears the risk of loss as to Title and delivery which the **DEPARTMENT** is to acquire prior to the end of the **Contract**, until such Title has passed and delivery has been made.

XXII. AUDITS

A. **Department** may inspect, review, or audit, with reasonable notice and during ordinary business hours, the **Records**, including, without limitation, financial records, and **Contractor's** facilities. **Contractor** shall maintain detailed, itemized records of all income received and expenses incurred pursuant to this **Contract**, and shall maintain such other financial management system and records and administer funds received pursuant to this Contract in accordance with all applicable state and federal requirements.

B. **Contractors** receiving **$750,000** or more in federal funds from any source, or **$750,000** or more of state funds from the **Department** in any one fiscal year, must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 Code of Federal Regulations (CFR) Part 200, including the preparation of an audit by an independent C.P.A. in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 75, and with generally accepted accounting principles.

1) **Contractor's** independent auditor shall provide **Department** with assurance that this **Contract** has been administered in accordance with the **Contract** provisions and the Uniform Guidance, where applicable, if **Contractor** is deemed a sub-recipient by **Department** and receives **$750,000** or more in federal funds from any source in any one fiscal year.

2) All audits of sub-recipients shall be performed in accordance with generally accepted auditing standards, and the standards for financial-related audits contained in the Government Auditing Standards - Standards for Audit of Governmental Organizations, Programs, Activities and Functions issued by the U.S. General Accounting Office; and the Uniform Guidance, where applicable, and the audit requirements outlined in the Washington State Budget Accounting and Reporting System. In addition, the audit shall adhere to the general and specific compliance requirements pertaining to the specific federal funding source; these requirements are found in the Uniform Guidance. For those federal funds not listed in the Uniform Guidance, federal compliance shall meet the terms of the specific grant award and/or current CFR.

3) **Contractor** is required to submit to **Department** the independent audit engagement letter once agreement has been reached, and the independent auditors final report is to be submitted within thirty (30) days following the issue of the report.

4) Working papers provided to the independent auditor shall be made available to **Department** or their designee.

5) **Contractor** shall inform **Department** of the date and time of the independent auditor's exit interview with **Contractor**, and a representative of **Department** shall be present at the exit interview if **Department** so desires.

6) In the event that **Contractor's** independent auditor does not provide the assurances necessary to satisfy federal and state audit requirements, **Department** retains the right to request a full audit and **Contractor** will be responsible for any additional costs incurred in order to provide the required assurances.

XXIII. CONTRACT EXECUTION

A. **Department** and **Contractor** both represent and warrant that they have the power, authority and legal right to enter into this **Contract** by and through the undersigned **Representatives**, they have taken all action necessary to authorize the execution, delivery and performance of this **Contract** and all other documents and instruments otherwise required or contemplated hereunder and thereunder, any and

all of which do not and shall not contravene the provisions of any governing document or agreement or instrument to which **Department** or **Contractor** is bound, and shall not cause or result in any violation, breach or default of, or accelerate any payment under, any such agreement or instrument. When executed and delivered, this **Contract** will constitute the legal, valid and binding obligations of **Department** and **Contractor** enforceable in accordance with its terms (except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally, none of which is now applicable or contemplated by **Department** or **Contractor**).

B. This **Contract** and any amendments may be executed and transmitted electronically and/or digitally in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original. Signed copies of this **Contract** shall be deemed original.

XXIV. CONTRACT REPRESENTATIVES / LIAISONS

The below-identified **Representatives** of **Contractor** and **Department** certify that they are authorized to sign and bind each the respective entities. Absent written notification advising otherwise, the written consent of the same **Representatives** shall be required to effectuate any amendment or modification of this **Contract**.

Contractor and **Department** both agree to identify a **Liaison** intended to serve as a primary contact during the administration of this Contract relative to the operational details, scheduling, and any other matter that does not constitute a modification or amendment of the **Contract**.

Representatives of the parties shall be as follows:

On behalf of **Contractor:**

Mary Fabrizio
Multicare Health System
820 A Street
Tacoma, WA 98402
Phone: (253) 905-6139

The Liaison for **Contractor** shall be:

Mary Fabrizio
Email: mary.fabrizio@multicare.org

On behalf of **Department:**

Ingrid Payne, Finance & Operations Director
3629 South D Street, MS1004
Tacoma, WA 98418-6813
Phone: (253) 649-1515
Fax: (253) 649-1521

The Liaison for **Department** shall be:

Alicia Klein
Email: aklein@tpchd.org

Jan 25, 2024
Date of Signature

Mary Q Fabrizio
Mary Q Fabrizio (Jan 25, 2024 10:01 PST)
Authorized **Contractor** Signature

Mary Fabrizio
Printed Name of Authorized Signature

Date of Signature

Authorized **Department** Signature

Nigel Turner
Printed Name of Department Signature

Date of Signature

$164,000
Dollar Amount for this **Contract**

Authorized Department Signature
(for Contracts Over $25,000)
Ingrid Payne, Finance & Operations Director
Printed Name of Department Signature

ADDENDUM A: CONTRACTOR SERVICES *(Scope of Work)*

This Addendum applies to **Contract #2024-00000012** between **Department** and **Contractor**. During the specified **Contract** term, **Contractor** shall provide the **Services** described below:

To improve immunizations rates in Pierce County and to increase timely access to immunizations for working families who experience barriers to care, **Contractor** will:

- Provide routine immunization services to children birth through 18 years of age.
- Effectively plan, strategize, and respond to back to school immunization needs and collaborate with **Department** on priority raising rates initiatives.
- Coordinate and collaborate with community organizations, such as schools to offer accessible vaccine services to children.
- Deliver services to culturally and linguistically diverse communities.
- Deliver services in higher poverty areas throughout all Pierce County.
- Deliver services at times and locations that are convenient and accessible for working parents. This may include 1-2 weekend clinics each month (staff availability dependent) and occasional evening hours as needed by community sites.
- Assist with mass vaccination plans as needed during emergency event incidents.

To track progress, impact of services, and coordination with a regional service delivery model, **Contractor** will:

- Submit data monthly to the **Department**: number of patients seen, and the total number of vaccines given, unless specific data is requested for reporting for outreach events.

To comply with VFC, CDC, and ACIP Rules and Recommendations, **Contractor** will:

- Manage and handle vaccines appropriately according to the CDC and VFC guidelines.
- Report immunization adverse reactions via VAERS according to CDC and VFC guidelines.
- Adhere to CDC guidelines and recommendations for immunization schedules and administration.
- Comply with VFC provider agreement guidelines for vaccine administration fees charged.
- Not deny VFC vaccine due to a patient's inability to pay the administration fee.

In addition, **Contractor** will:

- Work with the **Department** to maximize billing revenue where practical.
- Attend mobile nurses' meetings as facilitated by the **Department**.

Maximum **Contract** amount will not exceed **$164,000.**

ADDENDUM B: HEALTH DEPARTMENT REIMBURSEMENT

This Addendum applies to **Contract #2024-00000012** between the **Department** and the **Contractor**.

A. CONSIDERATIONS

1) **Contractor** shall provide to **Department** such financial, program, and other reports, and at those intervals and in such formats as are required by this **Contract**.

2) **Contractor** shall provide to **Department** any additional information, as it is pertinent under this **Contract**, within thirty (30) days of receiving a written request.

3) **Contractor's** failure to submit required reports in a timely manner, as set forth in this **Contract**, shall result in **Department** withholding payment of funds relative to the delinquent report(s).

4) **Department** shall make no payment in advance or in anticipation of services to be provided under this **Contract**.

5) The source of funding for this **Contract** is: Flexible Revenues (Federal, State, Local)

If Federal dollars, CFDA # is:

B. MAXIMUM REIMBURSEMENT

During the **Contract** Term**, Department** agrees to reimburse **Contractor** for program services identified in Addendum A. Maximum consideration shall not exceed **$164,000.**

C. METHOD OF PAYMENT

Said monies to be reimbursed as follows:

1) **Contractor** shall submit invoices, specifying services rendered, for reimbursement to **Department,** at the address stated below, within **thirty (30) days** of the services rendered, EXCEPT for December services which will be due on January 15th of the following year. Each invoice shall include **Contractor's** name, address, telephone number, and the **Contract** number. The total invoice amount shall not exceed the total **Contract** amount.

Tacoma-Pierce County Health Department
Accounts Payable, MS 1004
3629 South D. Street
Tacoma, WA 98418-6813

Or email to APayable@tpchd.org

2) All work will be accomplished according to information as stated in Addendum A.

3) **Department** may withhold payment for any defective work or for any claim or lien filed against **Contractor** relating to performance under this **Contract**.

4) Reimbursement will be based upon invoices detailing the hours worked, expenses incurred, and the services performed.

5) **Department** will remit payment to the address stated below.

Multicare Health System
820 A Street
Tacoma, WA 98402

ADDENDUM C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into effective as of **January 1, 2024**, by and between the **Tacoma-Pierce County Health Department** ("**Department**" or "Covered Entity") and **Multicare Health System** ("**Contractor**" or "**Business Associate**").

WHEREAS, **Department** and **Contractor** have entered into a Contract for Services (the "**Contract**") of which this Agreement is an Addendum; and

WHEREAS, **Department** and **Contractor** have determined that **Contractor** will or may create or receive Protected Health Information ("**PHI**") from or on behalf of **Department**, which information is subject to protection under HIPAA, HITECH, and related regulations, as amended from time to time.

WHEREAS, in light of the foregoing and the requirements of HIPAA, HITECH, and related regulations and in consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in the HIPAA shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

(a) **"Business Associate"** means the above-stated "Business Associate." It shall also have the meaning given to such a term under the Privacy Rule and HITECH Act, including but not limited to 45 CFR §160.103.

(b) **"Covered Entity"** means the Tacoma-Pierce County Health Department. It shall also have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR § 160.103.

(c) **"Data Aggregation"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR §164.501.

(d) **"Designated Record Set"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR §164.501.

(e) **"Electronic Protected Health Information"** or **"EPHI"** shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, and is EPHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate.

(f) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR Parts 160-164).

(g) **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(h) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(i) **"Privacy Rule"** means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(j) **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR §160.103, and is PHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate. All references to PHI shall also include EPHI, unless otherwise stated in this Agreement.

(k) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

(l) **"Secretary"** means the Secretary of the Department of Health and Human Services or his designee.

(m) **"Security Incident"** shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(n) **"Security Rule"** means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subparts A and C.

(o) **"Unsecured PHI"** shall have the same definition that the Secretary gives the term in guidance issued pursuant to §13402(h) of HITECH.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this Agreement, or as required by law.

(b) Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. In particular, Business Associate agrees to comply with the Privacy Rule and the Security Rule with respect to all data considered PHI or EPHI

(c) Report to Covered Entity any use or disclosure of PHI or EPHI not permitted by this Agreement of which it knows or should reasonably have known, and any Security Incident of which it becomes aware. Business Associate will make the report to the Covered Entity's Privacy Official and Security Officer or to the Covered Entity's legal counsel as soon as reasonably practicable. This report will include at least the following information: (a) the nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI and EPHI used or disclosed, including but not limited to the identity of each individual whose PHI or EPHI has been or is reasonably believed to have been accessed, acquired, or disclosed during such breach or attempted breach.

(d) Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Agreement, and implement administrative, physical and technical safeguards as required by 45 CFR §§164.308, 164.310, 164.312, and 164.316 to protect the confidentiality, integrity and availability of the EPHI or PHI that Business Associate creates, receives, maintains or transmits, in the same manner that such sections apply to the Covered Entity. *See* HITECH §13401.

(e) Comply with additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities. *See* HITECH §13401(a).

(f) Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §13402(h)(2).

(g) Mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement and notify Covered Entity of any breach of Unsecured PHI, as required under HITECH §13402.

(h) In the case of breach of Unsecured PHI, following the discovery of a breach of such information, notify Covered Entity of such breach. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired or disclosed during the breach. *See* HITECH §13402(f).

(i) Enter into an agreement with each of its subcontractors, pursuant to 45 CFR §164.308(b)(1) and HITECH §13401, that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by Business Associate hereunder.

(j) Along with its agents or subcontractors, if any, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with Secretary's guidance on what constitutes "minimum necessary". *See* HITECH §13405(b).

(k) Take reasonable steps to cure the breach or end the violation if Business Associate knows of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement. If such steps are unsuccessful within a period of 30 days, Business Associate will either 1) terminate the Agreement, if feasible; or 2) report a problem to the Secretary. *See* HITECH §13404(b).

(l) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in writing to the same restrictions and conditions that apply to Business Associate in this Agreement related to such information.

(m) Provide, at the request of Covered Entity, within 30 days of receipt of request, access to PHI in a Designated Record Set, to Covered Entity; or, in order to meet the requirements under 45 CFR §164.524 and as directed by Covered Entity, to an Individual if Business Associate maintains PHI in a Designated Record Set.

(n) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to at the request of an Individual, pursuant to 45 CFR §164.526, within 30 days of receipt of the direction or agreement from the Covered Entity, if Business Associate maintains PHI in a Designated Record Set.

(o) Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, within 30 days of receipt of a request from the Covered Entity for such disclosure, or person designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

(p) Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(q) Provide to Covered Entity or an Individual, within 30 days of a request, an accounting of disclosures, information collected in accordance with subsection (2)(p) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Except in the case of a direct request from an

Individual for an accounting related to treatment, payment or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business associate or its agents or subcontractors, if any, Business Associate shall within ten (10) business days of a request notify Covered Entity about any such request. Covered Entity shall either request that Business Associate provide such information directly to the Individual, or it shall request that the information be immediately forwarded to Covered Entity for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment or operations disclosures through electronic health records, Business Associate shall provide such accounting to the Individual in accordance with HITECH §13405(c). Business associate shall not disclose any PHI unless such disclosure is Required by Law or is in accordance with this Agreement. Business Associate shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2(q) for a period of six (6) years after termination of the Agreement.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform, functions, activities, or services for, or on behalf of, Covered Entity as long as such use or disclosure of PHI would not violate the Privacy or Security Rules if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j).

(e) Business Associate may use and disclose a Limited Data Set that Business Associate creates for research, public health activity, or Health Care Operations to the extent such activities are related to covered functions. Business Associate may not make such use and disclosure of the Limited Data Set after any cancellation, termination, expiration, or other conclusion of this Agreement.

4. OBLIGATIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use of or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 CFR §164.522 and/or HITECH §13405(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

5. TERMS AND TERMINATION

(a) **Term.** The Term of this Agreement shall begin as of the date of the Contract start date and shall terminate upon the later of i) when the Contract term ends or ii) when all of the PHI and EPHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, it if is unfeasible to return or destroy PHI and EPHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within 30 days;

(2) Immediately terminate this Contract if Business associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) **Effect of termination.**

(1) Except as provided in paragraph (2) of this Section 5(c), upon termination of Contract, for any reason, Business Associate shall return or destroy all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the determination by Business Associate that return or destruction of PHI or EPHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI or EPHI and limit further uses and disclosures of such PHI or EPHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, or its subcontractors or agents, maintains such PHI or EPHI.

(3) Termination of the Contract shall constitute termination of this Agreement.

6. MISCELLANEOUS

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Agreement.** The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for Covered Entity to comply with the requirements of the HIPAA Privacy Rule, Security Rule, and related provisions

(c) **Conflict.** This Agreement and the underlying Contract are the only agreements between the parties related to the subject matter in this Agreement. To the extent there is any inconsistency between the terms and conditions of this Agreement and the Contract, the terms and conditions of this Agreement shall govern.

(d) **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties herein. This Agreement is intended to confer rights and responsibilities only on the Covered Entity and Business Associate, and Business Associate's subcontractors and agents, and does not create or vest rights or remedies in any other third party.

(e) **Enforceability.** If any provision hereof shall be declared to be invalid or unenforceable, such declaration or invalidity or unenforceability shall not affect any remaining provisions hereof whish shall be given effect.

(f) **Survival.** Business Associate's obligation to protect the confidentiality of the Protected Health Information, including the requirements in section 6(d) shall survive the termination of this Agreement and shall continue for as long as Business Associate maintains Protected Health Information.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, except to the extent Washington law has been pre-empted by HIPAA and HITECH and without give effect to the principles of conflicts of law.

(h) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy and Security Rules.

COVERED ENTITY
Tacoma-Pierce County Health Department

Name: Brian Moore

Title: Privacy Officer

Office Phone : (253) 649-1680

BUSINESS ASSOCIATE
Multicare Health System

By: Mary Q Fabrizio
Mary Q Fabrizio (Jan 25, 2024 10:01 PST)

Printed Name: Mary Q Fabrizio

Title: AVP- Center for Health Equity and Wellenss

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2024-4826

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To amend the Environmental Health Code by adding a new Chapter 7 "Retail Food Regulations".

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2024-4826

Requesting Division	Presenter	Phone Number
Communicable Disease	Christina Sherman	253-649-1698

Preparation of an Agenda Request/Resolution for the Board of Health meeting.	Date:	February 7, 2024

Request Summary

Authorization to amend the Environmental Health Code by adding a new Chapter 7 "Retail Food Regulations"..

Background Information / Comments

Tacoma-Pierce County Board of Health adopted the Environmental Health Code in 2010.

The EHC includes nine chapters that comprise the Department's regulatory and enforcement procedures for programs, including onsite septic, drinking water, underground storage tanks, and smoking in public places.

We update portions of the Environmental Health Code yearly. Department goals, changes to state code or industry/partner collaboration drive our updates.

Sometimes we add new chapters. New chapters can either clarify or expand state code requirements; or adopt state code requirements by reference.

Food and Community Safety Programs have been using the Environmental Health Code enforcement, appeal and variance/waiver processes informally. For example, we use Notice of Violations (NOV's) from the Environmental Health Code Chapter 1 for unpermitted operators who have not been successful with other forms of enforcement.

To improve transparency, we need to formally adopt systems from Chapter 1 of the Environmental Health Code. To do this, we need to add our regulations adopted as new chapters in the Environmental Health Code.

We propose to adopt our regulations by reference only – meaning no changes to the current regulations.

Incorporation of these regulations into the Environmental Health Code will leverage the enforcement, appeal, and variance procedures that are set forth in Chapter 1 of the Code. This will result in a consistent administrative approach across all programs that are part of the Environmental Health Code.

Nothing will change for our customers, except improved regulatory transparency.

With this resolution, we ask the Board of Health to adopt health and safety regulations relating to retail food establishments.

Health Lens Analysis Tool	

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action	Approve Resolution No. 2024-4826

List all materials attached as backup information for the request.

Environmental Health Code Chapter 7, Retail Food Regulations.
Environmental Health Code Chapter 7, Retail Food Regulations – Health Lens Analysis Tool

Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	Grantor / Contractor:	

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name		

Nigel Turner (Feb 1, 2024 13:28 PST) **Program / Division Director Approval**	Ingrid Payne Ingrid Payne (Feb 1, 2024 13:05 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

Environmental Health Code, Chapter 7 – Retail Food Regulations 2024 - 4826

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Adopt Washington State retail food health and safety regulations (WAC 246-215) by reference into the Tacoma-Pierce County Environmental Health Code.

2. **Which groups of people will be most affected by this proposal?**

Positively affected:
Health department employees that regulate Pierce County retail food establishments.
Consumers of Pierce County retail food.
Pierce County retail food establishment permit holders.

Negatively affected:
This resolution does not change procedures for our stakeholders, it adds transparency and consistency to existing regulations.

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with:
Health department staff.
Food Advisory Board.

Have not consulted with:
Consumers of Pierce County retail food.

4. **How would this proposal improve or impair the social conditions of the community?**

Access to food establishment health and safety regulations will improve opportunities for quality education, social inclusiveness, and community support for people of all backgrounds.

5. **How would this proposal improve or impair the economic conditions of the community?**

Clear and consistent food establishment health and safety regulations will reduce permit holder time spent navigating the regulatory process, thereby supporting the growth of local businesses and living wage jobs.

6. **How would this proposal improve or impair the environmental conditions of the community?**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Clear and consistent food establishment health and safety regulations will support improved regulatory compliance creating safe and resilient neighborhoods, making it convenient for people to be physically active, eat healthy food and interact with neighbors.

7. **What are some possible unintended negative health effects of this proposal?**

We did not identify any negative health effects of this proposal. We are not changing or adding regulations. We are adopting current state regulations by reference into our local Environmental Health Code.

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

We will inform food establishment permit holders and provide guidance to access and interpret Environmental Health Code Chapter 1 provisions for appeal, enforcement and variance/waiver applications.

Ideally, we will move our Environmental Health Code to a HTML format that will support language access.

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	This proposal does not introduce significant adverse impact to our permit holders, operators and customers. The Department is committed to continuous improvement to improve clarity and increase access.
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

Environmental Health Code, Chapter 7 Retail Food Regulations

Board of Health Resolution #2024–4826
Adopted February 7, 2024

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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Section 8: Severability 2

Section 1: Title

Environmental Health Code Chapter 7 shall be known as, cited and referred to as Retail Food Regulations.

Section 2: Authority and Purpose

A. Tacoma-Pierce County Board of Health enacts the regulations in this chapter under the authority granted in Article 11, §11 of the Washington Constitution, RCW 70.05.060, and Chapter 246-215 WAC.

B. The purpose of these regulations is to safeguard public health and ensure food provided to consumers is safe, not adulterated, and honestly presented.

Section 3: Administration

A. The Health Officer shall administer and enforce these regulations under the authority of Chapter 70.05 RCW and Chapter 246-215 WAC.

B. Tacoma-Pierce County Board of Health may adopt fees for the administration of these regulations under the authority of RCW 70.05.060(7).

Section 4: State Regulation Adoption

Tacoma-Pierce County Board of Health adopts Chapter 246-215 WAC by reference in their entirety. When or if state and local regulations conflict, the more stringent shall apply.

Section 5: Enforcement

A. A notice of violation and order to correct shall be issued, as provided by Chapter 246-215 WAC, to any person who violates or does not comply with the requirements of this chapter.

B. After a notice of violation and order to correct is duly issued, if the person to whom such notice is directed fails to take the required corrective action within the designated time frame, the Health Officer may pursue any of the Chapter 1 remedies and penalties.

C. The remedies and penalties in this chapter and Chapter 1 shall be in addition to applicable fees and charges in the current fee schedule adopted by the Tacoma-Pierce County Board of Health.

D. All administrative civil penalties recovered shall be paid into the food program general account.

Section 6: Appeals

A. Any person aggrieved by a decision or final order of the Health Officer shall have the right to appeal such decision or order per Chapter 1 appeal procedures. When the Health Officer suspends a food establishment permit the action shall be considered an imminent threat to public health and safety and shall follow Environmental Health Code Section 9 subsection E – Emergency and the food establishment shall remain closed during the appeal process.

Section 7: Waiver and Variance

Request for waiver or variance shall meet requirements of Chapter 246-215 WAC and follow the process outlined in Chapter 1.

Section 8: Severability

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2024-4827

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To amend the Environmental Health Code by adding a new Chapter 9 "Water Recreation Facility Regulations".

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2024-4827

Requesting Division	Presenter	Phone Number
Communicable Disease	Christina Sherman	253-649-1698

Preparation of an Agenda Request/Resolution for the Board of Health meeting. Date: February 7, 2024

Request Summary

Authorization to amend the Environmental Health Code by adding a new Chapter 9 "Water Recreation Facility Regulations".

Background Information / Comments

Tacoma-Pierce County Board of Health adopted the Environmental Health Code in 2010.

The EHC includes nine chapters that comprise the Department's regulatory and enforcement procedures for programs, including onsite septic, drinking water, underground storage tanks, and smoking in public places.

We update portions of the Environmental Health Code yearly. Department goals, changes to state code or industry/partner collaboration drive our updates.

Sometimes we add new chapters. New chapters can either clarify or expand state code requirements; or adopt state code requirements by reference.

Food and Community Safety Programs have been using the Environmental Health Code enforcement, appeal and variance/waiver processes informally. For example, we use Notice of Violations (NOV's) from the Environmental Health Code Chapter 1 for unpermitted operators who have not been successful with other forms of enforcement.

To improve transparency, we need to formally adopt systems from Chapter 1 of the Environmental Health Code. To do this, we need to add our regulations adopted as new chapters in the Environmental Health Code.

We propose to adopt our regulations by reference only – meaning no changes to the current regulations.

Incorporation of these regulations into the Environmental Health Code will leverage the enforcement, appeal, and variance procedures that are set forth in Chapter 1 of the Code. This will result in a consistent administrative approach across all programs that are part of the Environmental Health Code.

Nothing will change for our customers, except improved regulatory transparency.

With this resolution, we ask the Board of Health to adopt health and safety regulations relating to water recreation facilities.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action Approve Resolution No. 2024-4827

List all materials attached as backup information for the request.
Environmental Health Code Chapter 9, Water Recreation Facility Regulations. Environmental Health Code Chapter 9, Water Recreation Facility Regulations – Health Lens Analysis Tool
Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	Grantor / Contractor:	Click here to enter text.

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name		

Nigel Turner (Feb 6, 2024 14:55 PST) **Program / Division Director Approval**	Ingrid Payne (Feb 6, 2024 15:03 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

Environmental Health Code, Chapter 9 – Water Recreation Facility Regulations 2024 – 4827

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Adopt Washington State water recreation facility health and safety regulations (WAC 246-250 and WAC 246-262) by reference, into the Tacoma-Pierce County Environmental Health Code.

2. **Which groups of people will be most affected by this proposal?**

Positively affected:
Health department employees that regulate Pierce County water recreation facilities.
Customers of Pierce County water recreation facilities.
Pierce County water recreation facility permit holders.

Negatively affected:
This resolution does not change procedures for our stakeholders, it adds transparency and consistency to existing regulations.

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with:
Health department staff.
Water recreation facility permit holders.

Have not consulted with:
Pierce County water recreation facility customers.

4. **How would this proposal improve or impair the social conditions of the community?**

Access to water recreation facility health and safety regulations will improve opportunities for quality education, social inclusiveness, and community support for people of all backgrounds.

5. **How would this proposal improve or impair the economic conditions of the community?**

Clear and consistent water recreation facility health and safety regulations will reduce permit holder time spent navigating the regulatory process, thereby supporting the growth of local businesses and living wage jobs.

6. **How would this proposal improve or impair the environmental conditions of the community?**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Clear and consistent water recreation facility health and safety regulations will support improved regulatory compliance creating safe and resilient neighborhoods, making it convenient for people to be physically active and interact with neighbors.

7. **What are some possible unintended negative health effects of this proposal?**

We did not identify any negative health effects of this proposal. We are not changing or adding regulations. We are adopting current state regulations by reference into our local Environmental Health Code.

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

We will inform water recreation facility permit holders and provide guidance to access and interpret Environmental Health Code Chapter 1 provisions for appeal, enforcement and variance/waiver applications.

Ideally, we will move our Environmental Health Code to a HTML format that will support language access.

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	This proposal does not introduce significant adverse impact to our permit holders, operators and customers. The Department is committed to continuous improvement to improve clarity and increase access.
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

Environmental Health Code, Chapter 9 Water Recreation Facility Regulations

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Board of Health Resolution #2024–4827
Adopted February 7, 2024

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Section 7: Waiver and Variance 2

Section 8: Severability 2

Section 1: Title

Environmental Health Code Chapter 9 shall be known as, cited and referred to as Water Recreation Facility Regulations.

Section 2: Authority and Purpose

A. Tacoma-Pierce County Board of Health enacts the regulations in this chapter under the authority granted in Article 11, §11 of the Washington Constitution, RCW 70.05.060, Chapter 246-260 WAC, and Chapter 246-262 WAC.

B. The purpose of these regulations is to protect the health, safety, and welfare of users of water recreation facilities and recreational water contact facilities.

Section 3: Administration

A. The Health Officer shall administer and enforce these regulations under the authority of Chapter 70.05 RCW, Chapter 246-260 WAC, and Chapter 246-262 WAC, as now set forth or hereafter amended.

B. Tacoma-Pierce County Board of Health may adopt fees for the administration of these regulations under the authority of RCW 70.05.060(7).

Section 4: State Regulation Adoption

Tacoma-Pierce County Board of Health adopts Chapter 246-260 WAC, and Chapter 246-262 WAC by reference in their entirety. When or if state and local regulations conflict, the more stringent shall apply.

Section 5: Enforcement

A. A notice of violation and order to correct shall be issued, as provided in Environmental Health Code Chapter 1, to any person who violates or does not comply with requirements of this chapter.

B. After an inspection report or notice of violation and order to correct is duly issued, if the person to whom such report or notice is directed fails to take the required corrective action within the designated time frame, the Health Officer may pursue any of the Chapter 1 remedies and penalties.

C. The remedies and penalties in this chapter and Chapter 1 shall be in addition to applicable fees and charges in the current fee schedule adopted by the Tacoma-Pierce County Board of Health.

D. All administrative civil penalties recovered shall be paid into the pool program general account.

Section 6: Appeals

A. Any person aggrieved by a decision or final order of the Health Officer shall have the right to appeal such decision or order per Chapter 1 appeal procedures. When the Health Officer suspends or revokes a water recreation facility permit, the underlying violation(s) shall be considered an imminent threat to public health and safety pursuant to Environmental Health Code Chapter 1, Section 9.E and the water recreation facility shall remain closed during the appeal process.

Section 7: Waiver and Variance

Request for waiver or variance shall meet the requirements of Chapter 246-260 WAC or Chapter 246-262 WAC as applicable and follow the process outlined in Chapter 1, unless otherwise provided by state law.

Section 8: Severability

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2024-4828

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To amend the Environmental Health Code by adding a new Chapter 10 "Environmental Health and Safety Regulations for Primary and Secondary Schools".

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2024-4828

Requesting Division	Presenter	Phone Number
Communicable Disease	Christina Sherman	253-649-1698

Preparation of an Agenda Request/Resolution for the Board of Health meeting.	Date:	February 7, 2024

Request Summary

Authorization to amend the Environmental Health Code by adding a new Chapter 10 "Environmental Health and Safety Regulations for Primary and Secondary Schools".

Background Information / Comments

Tacoma-Pierce County Board of Health adopted the Environmental Health Code in 2010.

The EHC includes nine chapters that comprise the Department's regulatory and enforcement procedures for programs, including onsite septic, drinking water, underground storage tanks, and smoking in public places.

We update portions of the Environmental Health Code yearly. Department goals, changes to state code or industry/partner collaboration drive our updates.

Sometimes we add new chapters. New chapters can either clarify or expand state code requirements; or adopt state code requirements by reference.

Food and Community Safety Programs have been using the Environmental Health Code enforcement, appeal and variance/waiver processes informally. For example, we use Notice of Violations (NOV's) from the Environmental Health Code Chapter 1 for unpermitted operators who have not been successful with other forms of enforcement.

To improve transparency, we need to formally adopt systems from Chapter 1 of the Environmental Health Code. To do this, we need to add our regulations adopted as new chapters in the Environmental Health Code.

We propose to adopt our regulations by reference only – meaning no changes to the current regulations.

Incorporation of these regulations into the Environmental Health Code will leverage the enforcement, appeal, and variance procedures that are set forth in Chapter 1 of the Code. This will result in a consistent administrative approach across all programs that are part of the Environmental Health Code.

Nothing will change for our customers, except improved regulatory transparency.

With this resolution, we ask the Board of Health to adopt health and safety regulations relating to primary and secondary schools.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action	Approve Resolution No. 2024-4828

List all materials attached as backup information for the request.
Environmental Health Code Chapter 10, Environmental Health and Safety Regulations for Primary and Secondary Schools. Environmental Health Code Chapter 10, Environmental Health and Safety Regulations for Primary and Secondary Schools s – Health Lens Analysis Tool
Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	Grantor / Contractor:	

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name		

Nigel Turner (Feb 6, 2024 14:55 PST) **Program / Division Director Approval**	Ingrid Payne Ingrid Payne (Feb 6, 2024 15:04 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

Environmental Health Code, Chapter 10 – Environmental Health and Safety Regulations for Primary and Secondary Schools 2024 - 4828

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Adopt Washington State primary and secondary school environmental health and safety regulations (WAC 246-366) by reference, into the Tacoma-Pierce County Environmental Health Code.

2. **Which groups of people will be most affected by this proposal?**

Positively affected:

Health department employees that regulate Pierce County primary and secondary schools.
Customers of Pierce County primary and secondary schools.
Pierce County primary and secondary school administrators.

Negatively affected:

This resolution does not change procedures for our stakeholders, it adds transparency and consistency to existing regulations.

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with:

Health department staff.
Primary and secondary school administrators.

Have not consulted with:

Pierce County primary and secondary school customers.

4. **How would this proposal improve or impair the social conditions of the community?**

Access to primary and secondary school environmental health and safety regulations will improve opportunities for quality education, social inclusiveness, and community support for people of all backgrounds.

5. **How would this proposal improve or impair the economic conditions of the community?**

Clear and consistent primary and secondary school environmental health and safety regulations will reduce administrator time spent navigating the regulatory process, thereby supporting the growth of local businesses and living wage jobs.

6. **How would this proposal improve or impair the environmental conditions of the community?**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Clear and consistent primary and secondary school environmental health and safety regulations will support improved regulatory compliance by creating healthy and safe learning institutions.

7. **What are some possible unintended negative health effects of this proposal?**

We did not identify any negative health effects of this proposal. We are not changing or adding regulations. We are adopting current state regulations by reference into our local Environmental Health Code.

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

We will inform primary and secondary school administrators and provide guidance to access and interpret Environmental Health Code Chapter 1 provisions for appeal, enforcement and variance/waiver applications.

Ideally, we will move our Environmental Health Code to a HTML format that will support language access.

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	This proposal does not introduce significant adverse impact to our school administrators, operators and customers. The Department is committed to continuous improvement to improve clarity and increase access.
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

Environmental Health Code, Chapter 10
Environmental Health & Safety Regulations for Primary and Secondary Schools

Board of Health Resolution #2024–4828
Adopted February 7, 2024

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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Section 1: Title

Environmental Health Code Chapter 10 shall be known, cited, and referred to as Environmental Health and Safety Regulations for Primary and Secondary Schools.

Section 2: Authority and Purpose

A. Tacoma-Pierce County Board of Health enacts the regulations in this chapter under the authority granted in Article 11, §11 of the Washington Constitution, RCW 70.05.060, Chapter 246-366 WAC as now or hereafter amended.

B. The purpose of these regulations is to protect the environmental health and safety of students attending primary and secondary schools by:

- Ensuring school buildings meet basic environmental safety requirements;
- Minimizing illness and injury that may be caused by unsafe conditions or practices; and
- Promoting health and safety in schools.

Section 3: Administration

A. The Health Officer shall administer and enforce these regulations under the authority of Chapter 70.05 RCW, RCW 43.20.050(5), Chapter 246-366 WAC and Chapter 246-366 WAC as now set forth or hereafter amended.

B. Tacoma-Pierce County Board of Health may adopt fees for the administration of these regulations under the authority of RCW 70.05.060(7).

Section 4: State Regulation Adoption

Tacoma-Pierce County Board of Health adopts Chapter 246-366 WAC as now set forth or hereafter amended by reference in its entirety. When or if state and local regulations conflict, the more stringent shall apply.

Section 5: Enforcement

A. A notice of violation and order to correct shall be issued, as provided in Environmental Health Code Chapter 1, to any person who violates or does not comply with the requirements of this chapter.

B. After an inspection report or notice of violation and order to correct is duly issued, if the person to whom such report or notice is directed fails to take the required corrective action within the designated time frame, the Health Officer may pursue any of the Chapter 1 remedies and penalties.

C. The remedies and penalties in this chapter and Chapter 1 shall be in addition to applicable fees and charges in the current fee schedule adopted by the Tacoma-Pierce County Board of Health.

D. All administrative civil penalties recovered shall be paid into the school program general account.

Section 6: Appeals

A. Any person aggrieved by a decision or final order of the Health Officer shall have the right to appeal such decision or order per Chapter 1 appeal procedures.

Section 7: Waiver and Variance

Requests for waiver or variance shall meet the requirements of Chapter 246-366 WAC, as now or hereafter amended and follow the process outlined in Chapter 1.

Section 8: Severability

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2024-4829

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To amend the Environmental Health Code by adding a new Chapter 13 “Camp Regulations”.

_____
Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2024-4829

Requesting Division	Presenter	Phone Number
Communicable Disease	Christina Sherman	253-649-1698

Preparation of an Agenda Request/Resolution for the Board of Health meeting.	Date:	February 7, 2024

Request Summary

Authorization to amend the Environmental Health Code by adding a new Chapter 13 "Camp Regulations".

Background Information / Comments

Tacoma-Pierce County Board of Health adopted the Environmental Health Code in 2010.

The EHC includes nine chapters that comprise the Department's regulatory and enforcement procedures for programs, including onsite septic, drinking water, underground storage tanks, and smoking in public places.

We update portions of the Environmental Health Code yearly. Department goals, changes to state code or industry/partner collaboration drive our updates.

Sometimes we add new chapters. New chapters can either clarify or expand state code requirements; or adopt state code requirements by reference.

Food and Community Safety Programs have been using the Environmental Health Code enforcement, appeal and variance/waiver processes informally. For example, we use Notice of Violations (NOV's) from the Environmental Health Code Chapter 1 for unpermitted operators who have not been successful with other forms of enforcement.

To improve transparency, we need to formally adopt systems from Chapter 1 of the Environmental Health Code. To do this, we need to add our regulations adopted as new chapters in the Environmental Health Code.

We propose to adopt our regulations by reference only – meaning no changes to the current regulations.

Incorporation of these regulations into the Environmental Health Code will leverage the enforcement, appeal, and variance procedures that are set forth in Chapter 1 of the Code. This will result in a consistent administrative approach across all programs that are part of the Environmental Health Code.

Nothing will change for our customers, except improved regulatory transparency.

With this resolution, we ask the Board of Health to adopt health and safety regulations relating to camps.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action	Approve Resolution No. 2024-4829

List all materials attached as backup information for the request.
Environmental Health Code Chapter 13, Camp Regulations. Environmental Health Code Chapter 13, Camp Regulations – Health Lens Analysis Tool
Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	Grantor / Contractor:	

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name		

Nigel Turner (Feb 1, 2024 13:27 PST) **Program / Division Director Approval**	Ingrid Payne (Feb 1, 2024 13:06 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

Environmental Health Code, Chapter 13 – Camp Regulations 2024 - 4829

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Adopt Washington State camp health and safety regulation (WAC 246-376) by reference, into the Tacoma-Pierce County Environmental Health Code.

2. **Which groups of people will be most affected by this proposal?**

Positively affected:
Health department employees that regulate Pierce County camps.
Customers of Pierce County camps.
Pierce County camp permit holders.

Negatively affected:
This resolution does not change procedures for our stakeholders, it adds transparency and consistency to existing regulations.

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with:
Health department staff.
Camp permit holders.

Have not consulted with:
Pierce County camp customers.

4. **How would this proposal improve or impair the social conditions of the community?**

Access to camp environmental health and safety regulations will improve opportunities for quality education, social inclusiveness, and community support for people of all backgrounds.

5. **How would this proposal improve or impair the economic conditions of the community?**

Clear and consistent camp health and safety regulations will reduce permit holder time spent navigating the regulatory process, thereby supporting the growth of local businesses and living wage jobs.

6. **How would this proposal improve or impair the environmental conditions of the community?**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Clear and consistent camp environmental health and safety regulations will support improved regulatory compliance by creating healthy and safe learning institutions.

7. **What are some possible unintended negative health effects of this proposal?**

We did not identify any negative health effects of this proposal. We are not changing or adding regulations. We are adopting current state regulations by reference into our local Environmental Health Code.

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

We will inform camp permit holders and provide guidance to access and interpret Environmental Health Code Chapter 1 provisions for appeal, enforcement and variance/waiver applications.

Ideally, we will move our Environmental Health Code to a HTML format that will support language access.

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	This proposal does not introduce significant adverse impact to our permit holders, operators and customers. The Department is committed to continuous improvement to improve clarity and increase access.
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

Environmental Health Code, Chapter 13 Camp Regulations

Board of Health Resolution #2024–4839
Adopted February 7, 2024

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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Section 8: Severability 2

Section 1: Title

Environmental Health Code Chapter 13 shall be known, cited, and referred to as Camp Regulations.

Section 2: Authority and Purpose

A. Tacoma-Pierce County Board of Health enacts the regulations in this chapter under the authority granted in Article 11, §11 of the Washington Constitution, RCW 70.05.060, and Chapter 246-376 WAC.

B. The purpose of these regulations is to minimize the incidence of illness and injury at camps.

Section 3: Administration

A. The Health Officer shall administer and enforce these regulations under the authority of Chapter 70.05 RCW, RCW 43.20.050(5), and Chapter 246-376 WAC, as now set forth or hereafter amended.

B. Tacoma-Pierce County Board of Health may adopt fees for the administration of these regulations under the authority of RCW 70.05.060(7).

Section 4: State Regulation Adoption

Tacoma-Pierce County Board of Health adopts Chapter 246-376 WAC by reference in its entirety. When or if state and local regulations conflict, the more stringent shall apply.

Section 5: Enforcement

A. A notice of violation and order to correct shall be issued, as provided in Environmental Health Code Chapter 1, to any person who violates or does not comply with requirements of this chapter.

B. After an inspection report or notice of violation and order to correct is duly issued, if the person to whom such report or notice is directed fails to take the required corrective action within the designated time frame, the Health Officer may pursue any of the Chapter 1 remedies and penalties.

C. The remedies and penalties in this chapter and Chapter 1 shall be in addition to applicable fees and charges in the current fee schedule adopted by the Tacoma-Pierce County Board of Health.

D. All administrative civil penalties recovered shall be paid into the pool program general account.

Section 6: Appeals

A. Any person aggrieved by a decision or final order of the Health Officer shall have the right to appeal such decision or order per Chapter 1 appeal procedures.

Section 7: Waiver and Variance

Request for waiver or variance shall meet the requirements outlined in Chapter 1.

Section 8: Severability

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2024-4832

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To continue investigation of Facility Options presented by Pierce County Facilities to the Board of Health on January 3, 2024. The Board of Health recommends the following: Exclude Options 1 and 2, and continue to explore Options 3, 4, 5 and 6. In addition, the Board of Health requests Pierce County Facilities to explore a new option to demolish the Soundview Building and construct a new building for the Health Department on that property. Therefore, we request the Board to move the letter for signature and send to Pierce County Facilities Director, Karl Imlig, and satisfy the Pierce County Council proviso language. Authorization to adopt Chapter 246-376 WAC by reference in its entirety, effective 12:01 a.m. February 7, 2024.

_____

Catherine Ushka
Chair, Board of Health

February 7, 2024
Date of Adoption

ATTEST:

_____

Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2024-4832

Requesting Division	Presenter	Phone Number
Administrative Services	Gina Shackelford, Interim Assistant Division Director	253-649-1525

Preparation of an Agenda Request/Resolution for the Board of Health meeting.	Date:	February 7, 2024

Request Summary

Authorization to continue investigation of Facility Options presented by Pierce County Facilities to the Board of Health on January 3, 2024. The Board of Health recommends the following: Exclude Options 1 and 2, and continue to explore Options 3, 4, 5 and 6. In addition, the Board of Health requests Pierce County Facilities to explore a new option to demolish the Soundview Building and construct a new building for the Health Department on that property. Therefore, we request the Board to move the letter for signature and send to Pierce County Facilities Director, Karl Imlig, and satisfy the Pierce County Council proviso language.

Background Information / Comments

On December 13, 2023, The Finance Advisory Committee reviewed the options for the health department building that Pierce County Facilities Team proposed. On January 3, 2024, Pierce County Facilities Deputy Director, Steve Wamback presented the options to our Board of Health and gave the board members an opportunity to make comments. The options presented were created from work completed over the past two years with members of Pierce County Facilities, Health Department staff and Tovani-Hart Architecture Firm. Several options were presented to board members, and they have responded with recommendations in a draft letter.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action	Approve Resolution No. 2024-4832

List all materials attached as backup information for the request.

PC Health Department Summary
2022 TPCHD Phase 1 Facility Conditions Report – Executive Summary
TPCHD Alternative Analysis Study 2023 – Executive Summary
TPCHD Facility Options BOH 7Feb

Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	**Grantor / Contractor:**	

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name	Administration – Building Operations	

Gina Shackelford Gina Shackelford (Feb 2, 2024 15:45 PST) **Program / Division Director Approval**	Ingrid Payne Ingrid Payne (Feb 2, 2024 15:41 PST) **Business Support Services Approval**	Cindan Gizzi **Director of Health Approval**

Pierce County

Department of Facilities Management

1102 Broadway Suite 302
Tacoma, Washington 98402
(253)798-7223 ▪ FAX (253)798-7401
www.piercecountywa.org

Karl Imlig
Director

Pierce County
Department of Facilities Management

Tacoma Pierce County Health Department

Facility Plan
Project #22-00023

3629 S. D Street, Tacoma, WA
October 31, 2023

Summary

Tacoma Pierce County Health Department (TPCHD) and Pierce County Facilities Management worked with Architects Tovani Hart and their subconsultants to conduct an operational and programmatic review to identify the TPCHD's needs and growth over a 20-year planning horizon, building upon the 2022 Health Department building condition assessment. Summarized are the operational and programmatic needs of the Health Department Building located at 3629 S. D Street, Tacoma, WA. This report was requested in County Council Ordinance 2022-76s2. Also recapped is the relevant building condition assessment information from the 2022 report.

Space Needs

The existing TPCHD building contains approximately 55,000 gross square feet of space over two floors with divisions and programs fragmented throughout the building. Additional meetings, interviews and walkthroughs were conducted with TPCHD staff to further flush out the programming data gathered in 2022 and to further define alternatives to meet the 20-year projected space requirements. The updated data supports that more space is still needed for a consolidated TPCHD building.

	Current SF	20-year Projected SF Needs	Deficient SF
Administrative Services Division	11,650	12,648	1,461
Environment Health Division	6,909	6,652	(22)
Communicable Disease Division	8,460	11,346	2,353
Strengthening Families Division (includes clinic)	8,209	19,223	11,724
Common Spaces	19,772	12,255	(7,800)
Total of Health Department Building	**55,000**	**62,124**	**7,716**

The existing building is a two-story cruciform (cross-shaped) building and sits on a slope, lending to two main entries and parking on each side of the building. The two access points cause confusion and poor site circulation. The cruciform also makes designing space efficiencies and adjacencies within the building a challenge for the four divisions with varying needs. While additions to the building may increase the overall square footage of the building, Options 1 and 2 still do not address all the administrative and common space that needs to be co-located with the associated division, leaving some of the programming blocks as not being fully addressed in the respective options as noted.

There first three options below were developed with current input from TPCHD leadership from their four divisions. Additionally, the last two options were previously identified in the 2022 study also remain viable, but are more costly options. The Health Department has in the past looked for alternate locations and long-term leases and did not find success with those options and so they wanted to focus on options that included modernization of the existing facility in this recent study. The following lists the pros and cons for each option along with their identified estimate cost, total square footage, and project schedule.

Option	Estimated Cost	Total Square Footage	Schedule	Pros	Cons
Option 1: First and second floor addition to existing TPCHD Building	$58 Million (escalated to mid-2025) Costs do not include temporary relocations for displaced divisions during construction.	71,805 sq ft. Breakdown: **1st Floor:** 25,042 (E) + 7,225 (A) = 32,267 sf **2nd Floor:** 29,366 (E) + 10,172 (A) = 39,538 sf	Significant need for phasing if building is left occupied. Long construction duration. Design-Bidding (14-18 months) Construction (18-24 months)	• No additional elevator required • Utilize existing building • Public is familiar with the building and location • Two well defined main entries accessed at different levels	• Reduction in existing on-site parking • Existing parking does not meet code required stall counts • Limited daylight to offices on lower level • Not all common space and administrative program needs are met (3,622 sq ft) • Increased building operating costs for added square footage • Multiple Phases required for construction • No known temporary off site facilities for staff during construction
Option 2: First, second floor additions and added third floor to existing TPCHD Building	$66 Million (escalated to mid-2025) Costs do not include temporary relocations for displaced divisions during construction.	76,720 sq ft. Breakdown: **1st Floor:** 25,042 € + 7,225 (A) = 32,267 sf **2nd Floor:** 29,366 € + 6,189 (A) = 35,555 sf **3rd Floor:** 0 €+ 8,898 (A)= 8,898	Requires complex phasing plan if building remains occupied. Design-Bidding (14-18 months) Construction (18-24 months)	• Utilize existing building • Public is familiar with the building and location • Two well defined main entries accessed at different levels	• Reduction in existing on-site parking • Existing parking does not meet code required stall counts • Limited daylight to offices on lower level • Additional elevator is required • Not all common space program needs are met (2,080 sq ft) • Increased building operating costs for added square footage • Multiple Phases required for construction • No known temporary off site facilities for staff during construction

Option	Estimated Cost	Total Square Footage	Schedule	Pros	Cons
Option 3: Modernize TPCHD and Adjacent Building (Soundview) First remodel Soundview or similar nearby structure for Strengthening Families Division (includes clinic). Upon completion, relocate division and then remodel existing TPCHD building.	$66 Million (escalated to mid-2025) Costs do not include temporary relocations for displaced divisions during construction.	85,765 sq ft. Breakdown: ***TPCHD*** **1st Floor:** 25,042 € + 0 (A) = 25,042 sf **2nd Floor:** 29,366 € + 0 (A) = 29,366 sf ***Soundview:*** ***1st Floor:** 15,107 € + 0 (A) = 15.107 sf ***2nd Floor:** 16,250 € + 0 (A) = 16,250 sf *1st Floor is occupied, but the 2nd Floor will be vacated as part of the Justice Center Project.	Construct in two phases, off-site Strengthening Families Division and then Main Health Department Building. Design processes can overlap. Could relocate everyone out of the building and then construct as one project. Design-Bidding (14-18 months) Construction Phase 1 (10-12 months) Construction Phase 2 (10-12 months)	• All program areas are included • Strengthening Families Division has secure dedicated facility with dedicated customer access • Combining both sites creates a campus atmosphere and provides adequate parking required • Singular building entry at each building, provides security and no confusion to the public • Adequate square footage in both buildings allows for undefined future growth and flexibility • Existing building footprint is maintained • Less complex phasing required for construction	• Adjacent Soundview building will need to be available • The TPCHD will be separated into two buildings

Option	Estimated Cost	Total Square Footage	Schedule	Pros	Cons
Option 4: Lease existing facility and remodel for Health Department	$15-25 Million for detailed TI including clinic. Operating costs not included in lease option. Yearly lease costs estimate $1.75-2.5 Million.	70,000 sq ft.	Identify and Secure property: (12-18 months) Design-Bidding (14-18 months) Construction (18-24 months)	• No phasing required for construction • All program areas are included • Opportunity for a singular building entry • Opportunity for parking improvements.	• Nothing has been available in the past and there may be limited properties available within their preferred location. • Overall costs • Risk with a lease • Public would need to learn a new location. • May not be on main transit lines.
Option 5: Purchase existing facility and remodel for Health Department	$55-100 Million depending on location and condition of building.	70,000 sq ft.	Identify and Secure property: (12-18 months) Design-Bidding (14-18 months) Construction (18-24 months)	• No phasing required for construction • All program areas are included • Opportunity for a singular building entry • Opportunity for parking improvements.	• Nothing has been available in the past and there may be limited properties available within their preferred location. • Overall costs • Public would need to learn a new location. • May not be on main transit lines.
Option 6: Acquire land that meets TPCHD location criteria and build a new building.	$70-100 Million depending on location and condition of building. Cost estimate does not include the cost of land.	70,000 sq ft.	Identify and Secure property: (12-18 months) Design-Bidding (14-18 months) Construction (18-36 months)	• No phasing required for construction • All equipment would be new and building up to current code. • All program areas are included • Opportunity for a singular building entry • Opportunity for parking improvements.	• Limited property opportunities in preferred location. • Overall costs • Public would need to learn a new location. • May not be on main transit lines.

(E) = Existing
(A) = Addition

Construction Management Facilities Maintenance Real Property Management

Building Condition

The building conditions of the TPCHD Building was reviewed in 2022 and the analysis and conclusions remain the same. Tovani Hart's attached 2022 report describes in more detail the condition of the building and systems. Overall building finishes and systems have exceeded their projected useful life. Code requirements also continue to become more stringent. TPCHD maintains the building systems but are limited in their ability to address large capital improvements and repairs. The high-level building condition summary per trade is as follows:

- **Architectural – Finishes:** Carpet, paint and other finishes have exceeded their useful life. There have been some select remodels and upgrades where these finishes have been upgraded, including the elevator that was fully modernized.
- **Architectural – Circulation:** Parking is on two levels with no clear public pathway through the building between the two main entries. The "cruciform" building layout requires multiple stairs and is an inefficient office layout for the building's functional use.
- **Architectural – ADA:** The building is not fully compliant with Americans with Disabilities Act (ADA) including the public auditorium and restrooms.
- **Structural:** The building is in overall good structural condition, but there are still several noted areas of concern including not meeting current codes and the potential it may not hold up in a moderate to major seismic event.
- **Mechanical – HVAC:** Primary system is original to building (1976 = 46 years old, at least 16 years past expected system life) with controls updated in 1995 and a central chiller replaced in 2000. Systems needs to be refurbished or replaced to extend their life. The existing 12-unit air handler system is primarily in ceilings making maintenance difficult and the equipment produces noise that is disruptive for the building occupants.
- **Mechanical – Plumbing:** Water heaters and piping were replaced in 2003 and are in good condition.
- **Mechanical – Fire Sprinkler:** The fire suppression system should have some of its components replaced to meet current National Fire Prevention Association (NFPA) requirements and extend the use of the building. The fire sprinkler system is original to building and NFPA requires system heads to be replaced after 50 years.
- **Electrical – Power Service:** The main service switchboard and branch circuit panelboards were manufactured by Federal Pacific and are in poor condition due to age. The equipment is original to the building and replacement parts are no longer manufactured or available. Some transformers in the building are in fair condition. Panels serving IT equipment are newer and in good condition.
- **Electrical – Lighting:** Interior lighting is fluorescent T8's that were last retrofitted in 2002. Fixtures do not meet Washington State Non-Residential Energy Code (NREC). Some LED lighting has been installed in the renovated main stairwell and on the exterior building perimeter.
- **Electrical – Fire Alarm:** The control panel is in good condition and appears to have been installed in the last 10 years. A new addressable system with voice evacuation is recommended.
- **Washington Clean Building Standard:** The Health Department Building does not currently comply with the Energy Use Intensity Target (EUI_t) for the Washington Clean Building Standards and is approximately 40-60% above the target.

<u>Funding Options</u>

The Health Department needs a major capital investment to maintain and upgrade the building structure and systems. The improvements could be funded through a variety of options that include:

- Work with City of Tacoma and Pierce County for bonding capacity for a facility improvement
- Grants

Attachments

- TPCHD Alterative Analysis Study 2023 (80pgs)
- 2022 TPCHD Phase 1 Facility Conditions Report (81 pgs)

Tacoma Pierce County Health Department

Facility Conditions Verification

3629 South D. St. | Tacoma, WA 98418

October 2022

TOVANI HART

609 A Columbia St. SW Olympia, WA 98501 | 360.339.8274

1. EXECUTIVE SUMMARY

Pierce County selected Tovani Hart, PC (architect), PCS Structural Solutions (Structural Engineer), Case Engineering (Electrical Engineer), Hultz-BHU (Mechanical Engineer) and Lewis/Cutler Construction (Cost Estimator) to verify validity of previous reports (2013) documenting the condition of the building and its systems in addition to verification of current Tacoma Pierce County Health Department program space needs and to estimate current construction costs to address physical and functional deficiencies. This report includes current TPCHD program list and room diagrams, updated conditions surveys from the design team, one viable concept design to address deficiencies and additional square footage needed for programs and the estimated construction cost projected out to a scheduled (draft) midpoint of construction.

The previous reports concluded and have been verified that the finishes and systems throughout the building have exceeded their projected useful life. Additionally, code requirements have become more stringent including a revised code cycle since the last building review. It is worth noting that there are smaller areas of the building where more recent projects have fully addressed some deficiency but without the ability to improve the whole building. Note: The elevator has been fully modernized and likely will be impacted with any comprehensive modernization effort.

Programmatically TPCHD has needs for space that exceeds the available square footages of the building. Many of the programs have smaller pockets of the same Division that are isolated from the main group. One growing program need is the clinic and the public that depends on that program are many and accessing the building clearly for them is not intuitive and could be improved. One significant physical challenge that is inherent to the building is that parking is available on two levels. Those entering from the main upper level have a clear entry point that is not linked clearly to the main entry on the lower level and forces the public traveling between floors for services to become lost and potentially taken into areas that don't feel properly secure for staff and for the public.

The presented conceptual design was developed without TPCHD leadership review however, it does address the building and program deficiencies. The concept design includes demolition of the existing auditorium to make room for a new addition and upper (third) floor. We propose to open the main floor up from the west, existing lobby, through to the east wall and open the floor to look through below to the lower level to another lower floor main entry. This plan would require a new elevator to access the new third floor. This concept could provide expansion and relief to the clinic on the lower level, provide needed extra square footages for the programs with the upper floor and provide a clear sense of circulation that is immediately recognizable and easy to find.

The concept design was estimated out to September of 2025 taking into account current market conditions and real results in the recent bid market. The cost estimate will need to consider taxes and

permits recognized in the industry as soft costs as well as carry a dollar amount for the temporary relocation of TPCHD Divisions during construction. Note: phasing of construction for occupied sites is doable but is not recommended.

The location of TPCHD is central to the greater Pierce County community and the building has aged but has great potential. We believe that there are other possible solutions. Our planning concept addresses TPCHD needs while preserving the location of these critical services ensuring that the Health Department has a purpose-built building meeting needs for today and positioning for the future.

Tacoma-Pierce County Health Department

Alternative Analysis

3629 South D. St. | Tacoma, WA 98418

October 2023

TOVANI HART

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TOVANI HART

Pierce County Facilities Management
Project Manager
1102 Broadway, Suite 302
Tacoma, WA 98401

RE: Tacoma-Pierce County Health Department Alternative Analysis Study

Pierce County Leadership had requested that additional study take place to further define alternatives to meet the Tacoma-Pierce County Health Department (TPCHD) needs for the next 20 years. In 2022, Tovani Hart and our selected design team documented the condition of the fully occupied two story 55,000 square foot building and its systems to estimate construction costs to address physical and functional deficiencies. A summary of the findings are as listed below:

- TPCHD program needs exceeds the available square footage of the existing building *
- Mechanical and Electrical systems have exceeded their projected useful life
- HVAC Controls and lighting do not meet current energy code requirements
- Fire Sprinkler heads need to be replaced to comply with NFPA requirements
- Seismic upgrades are required to meet current code standards
- Re-entrant corners require reinforcing

**The programming/square footage needs of the TPCHD staff was not confirmed in the 2022 scope through inter-departmental meetings. The program was estimated by the design team. Tovani Hart utilized program summaries and current organizational charts provided by the County and TPCHD division leads.*

This Analysis Study takes into account the findings compiled in the 2022 Health Department Building Condition Assessment. This study focuses on confirming the program needs assembled in the 2022 report. Tovani Hart and Facilities Management had three exhaustive meetings with each division of TPCHD to confirm all required spaces and their working special relationships to best meet operational needs and ultimately best serve the public.

The reconfirmed programming where TPCHD has further defined opportunities to define shared spaces including conference rooms still requires additional square footage beyond the existing footprint of the building. We have developed three conceptual options that utilize the verified program information and the required adjacencies.

Option 1 – First and second story addition on site and significant need for phasing if occupied. Long construction duration and higher cost from bidders expected.

Option 2 – First and second story addition on site with third story. Similar to option 1 this option further impacts the site and requires a complex phasing plan if occupied. Long construction duration and higher cost from bidders expected.

Option 3 - Fully modernize adjacent Soundview building or an available building nearby for Strengthening Families Division, design all phases of full build out, permit only Soundview, bid only Soundview and construct only Soundview separately while the existing TPCHD structure remains fully operational albeit with some existing limitations. Once completed move Strengthening Families Division out of existing building and then bid and construct a phased construction project with the remaining divisions in the existing TPCHD facility.

We have prepared a cost estimate based on the information available at this time. Estimate is based on current industry cost per square foot figures based on new construction and modernization costs. We have included allowances for site work, hazardous materials abatement, furniture, furnishings and equipment. We have included escalation and a 45% markup for soft costs that have been consistent with Pierce County Facility Management figures.

The estimate is based on the draft schedules found in this Analysis.

Respectfully,
Tovani Hart, PC



Trent Hart, AIA

1. EXECUTIVE SUMMARY

Pierce County engaged Tovani Hart, PC (architect), PCS Structural Solutions (Structural Engineer), Case Engineering (Electrical Engineer), Hultz-BHU (Mechanical Engineer) and Lewis/Cutler Construction (Cost Estimator) to further verify Tacoma-Pierce County Health Department (TPCHD) Departmental programming needs and to develop conceptual plan options meting those needs. It is important to note that TPCHD leadership participated in defining future needs including lessons learned from the recent pandemic. This effort builds off of previous studies including the most recent Health Department Building Condition Assessment effort completed in October of 2022.

TPCHD is made up of four divisions. Administrative Services, Environmental Health, Communicable Diseases and Strengthening Families Divisions. Located at 3629 South D. St. | Tacoma, WA 98418 and built in 1972. The two story cruciform building sits on a sloped site, lending to the two main entries at grade level on the first and second floors. The east elevation, accessible from Pacific Ave. provides two full stories above grade level allowing for windows and daylight on the exterior walls of the east quadrant and the east elevation of the north and south quadrants. The west elevation, accessible from S. D Street enters on the second floor level, which puts the first floor of the west quadrant and west elevation of the north and south quadrant below ground without windows and daylight. The building is situated in the center of the site with parking on the north and south ends of the lot. The two access point onto the site causes confusion and poor site circulation.

The TPCHD buildings gross square footages (taken from exterior face of walls) are as follows:

First Floor: 25,042 sf
Second Floor: 29,366 sf

The four divisions are currently operating on both floors and dispersed throughout the building due to the existing configuration and limited available square footage as the department grows as needed over the life of occupying this building. In this report you will find refined TPCHD programming summaries, programming blocks, three conceptual designs to address building/systems deficiencies, add additional square footage for programs, and the estimated construction cost projected out to a scheduled (draft) midpoint of construction.

All previous reports concluded and have been verified that the vast majority of finishes and systems throughout the building have exceeded their projected useful life. Code requirements continue to become more stringent including seismic requirements meeting new standards in addition to a continued effort to increase energy efficiencies. It is worth noting that there are smaller areas of the building where more recent projects have fully addressed some deficiency but without the ability to improve the whole building. When considering the conceptual design options contained within there was no consideration, due to the small and limited scale, to plan around those previously improved areas.

Programmatically TPCHD has needs for space that exceeds the available square footages of the building. Our programming effort further refined space needs in addition to formally establishing spaces that are dedicated to specific staff (owned), shared by staff (shared) or available on a first come basis or by pre-scheduled, to staff defined as (hot spaces). These planning guidelines account for a shift with in-office workspace since the pandemic where it appears that defined workspace has forever been redefined. We

collaboratively identified areas to share, such as conferencing spaces that are used by multiple departments to eliminate space duplication.

Three conceptual design options have been developed with TPCHD leadership review from the Administrative Services Division, Environmental Health Division, Communicable Diseases Division and Strengthening Families Division, that addresses the building and program deficiencies. The following lists Pros and Cons for each option.

Option 1 First and second floor addition:

Pros:

- No additional elevator required
- Utilize existing building
- Public is familiar with the building
- Two well defined main entries accessed at different levels

Cons:

- Reduction in existing on site parking
- Existing parking does not meet code required stall counts
- Limited daylight to offices on lower level
- Not all common space program needs are met
- Increased building costs for added square footage
- Multiple Phases required for construction
- No known temporary off site facilities for staff during construction

Option 2, First, second and third floor addition:

Pros:

- Utilize existing building
- Public is familiar with the building
- Two well defined main entries accessed at different levels

Cons:

- Reduction in existing on site parking
- Existing parking does not meet code required stall counts
- Limited daylight to offices on lower level
- Additional elevator is required
- Not all common space program needs are met
- Increased building costs for added square footage
- Multiple Phases required for construction
- No known temporary off site facilities for staff during construction

Option 3, Modernize TPCHD and Adjacent Building:

Pros:

- All program areas are included
- Strengthening Families Division has secure dedicated facility with dedicated customer access
- Combining both sites creates a campus atmosphere and provides adequate parking required
- Singular building entry at each building, provides security and no confusion to the public
- Adequate square footage in both buildings allows for undefined future growth and flexibility

- Existing building footprint is maintained
- Less complex phasing required for construction

Cons:

- Adjacent Soundview building will need to be available
- The TPCHD will be separated into two buildings

The concept designs have been estimated out to September of 2025 taking into account current market conditions and results in the recent bid market. The cost estimate will need to consider taxes and permits recognized in the industry as soft costs as well as carry a dollar amount for the temporary relocation of TPCHD Divisions during construction to an unknown location at this time. Note: phasing of construction for occupied sites is achievable but is not recommended.

The location of TPCHD is central to the greater Pierce County community and the building has aged but retains its usefulness. We believe that there are other possible solutions, but believe these three cover concepts that can be applied to any other. Our planning concepts address TPCHD needs while preserving the location of these critical services ensuring that the Health Department has a purpose-built facility or campus meeting current needs and positioning for the future.

Feb. 7, 2024

Karl Imlig, Director
Pierce County Department of Facilities Management
1501 Market Street
Tacoma, WA 98402

Dear Mr. Imlig:

On Jan 3rd, Mr. Steve Wamback presented the Tacoma-Pierce County Health Department Building Study at the Board of Health meeting. The options presented were:

- Option 1: First and second floor addition to existing building.
- Option 2: First, second floor additions and add a third floor to the existing building.
- Option 3: Modernize existing building and adjacent Soundview building.
- Option 4: Lease and improve an existing building.
- Option 5: Purchase existing building and remodel for the Health Department.
- Option 6: Acquire land that meets TPCHD location criteria and build new building.

Board Members have discussed these options and recommend the following:

1. Exclude Options 1 and 2 since they do not meet the Department's capacity needs.
2. Continue exploration of Options 3, 4, 5 and 6.
    a. For Options 4 and 5, conduct a review of existing buildings that are available for lease or purchase that meet the Department's capacity needs.
    b. For Option 6, conduct a review of available land for sale that meets the Department's location criteria and capacity needs.
3. Additionally, the Board requested exploration of demolishing the Soundview Building and constructing a new building for the Health Department on that property.

Health Department staff are happy to answer any questions that may arise as you research the possibilities. Please contact Gina Shackelford at (253) 649-1525 or at gshackelford@tpchd.org.

Sincerely,

Catherine Ushka
Board Chair

Jani Hitchen
Vice Chair

Bruce Dammeier
Board Member

Kiara Daniels
Board Member

Marty Campbell
Board Member

Nicholas Rajacich, MD
Board Member

Paul Herrera
Board Member

Bryan Yambe
Board Member

Working smarter to fight our opioid crisis



Tacoma-Pierce County Board of Health

Feb. 7, 2024

Chelsea Amato, Opioid Task Force Coordinator

Edie Jeffers, Communications Director

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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Agenda

- Opioid Task Force overview.
- Background.
- Current work.
  - 2024 Opioid Summit.
  - Fentanyl awareness campaign.
- Questions.



Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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2021–2024 Strategic Plan

Vision

Healthy People in Healthy Communities.

Mission

We protect and improve the health of all people and places in Pierce County.

Values

- Equity.
- Integrity.
- Respect.
- Leadership.

Continuing Priorities

- People are healthy and safe here.
- People have equitable opportunities for health.
- Children, families and communities thrive.

Our organization is high performing, innovative and quality focused.

Strategic Initiatives

- COVID-19 and other communicable diseases.
- Community behavioral health and well-being.
- Healthy resilient children and youth.
- Health equity.
- Racial justice.

Through June 2024.

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Opioid Task Force

- Collaboration between:
  - Pierce County.
  - City of Tacoma.
  - Elevate Health.
  - Health Department.
- Leadership and stakeholder structure.
- Committee focus and deliverables.
- Sponsor annual events and campaigns.



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Objectives

- Create an effective regional strategy.
- Shift from tertiary prevention to wellness and primary and secondary prevention.
- Develop a more robust data sharing system.
- Broaden focus to include all substance use disorders (SUD).
- Sustain work with stakeholder funding and support.

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Current Work

Align with County and State goals.

- Pierce County Behavioral Health Improvement Plan.
- Washington State Opioid and Overdose Response Plan.

Action-oriented.

- Prevention and education.
- Access to Treatment.
- Medication for Opioid Use Disorder (MOUD) integration.
- Overdose prevention.
- Anti-stigma.
- SUD Lived Experience Advisory Council.



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What we're doing

- Opioid Summit: March 21
  8:30 a.m.-1 p.m.
  Puyallup Pioneer Park Pavilion.
- Opioid Abatement Council: Develop regional plan for settlement funds.
- Youth fentanyl prevention campaign: Targets youth at risk of overdose.
- Pierce County Overdose Awareness Campaign: Coming in August.



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All hands on deck to fight fentanyl!

Department teams worked together to model best public health approaches.

- Assessment, Planning & Development.
- Behavioral Health & Well-being.
- Communications.
- Community Engagement.
- Healthy Resilient Children & Youth.
- Treatment Services.



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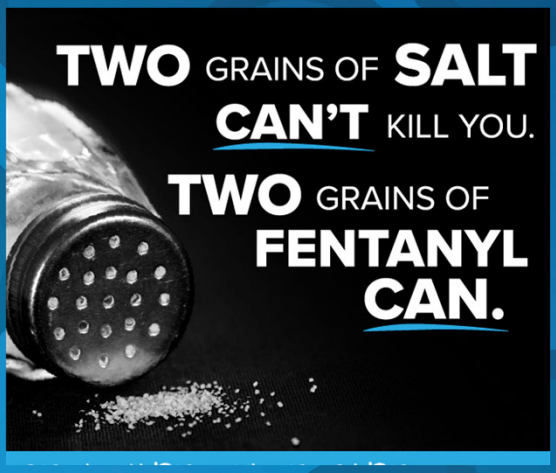
Youth know what youth need

- We created ads, then improved them after gathering creative feedback through:
  - An online survey targeted at youth 18-19 years old.
  - Partnerships with youth-serving organizations.
- Youth received gift cards for their feedback.

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Our chance to make big impressions



The ads:

- Drew 25.45 million impressions.
- Drove more than **75,000 visits** to the new fentanlyfacts.org website.
- Ran online, in theater, on billboards, radio, and TV.

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King of the Hill

- Leveraged our MOViN 92.5 ad buy.
- Host Brooke Fox gave a halftime speech at Rogers-Puyallup game.
- Our Community Engagement and Behavioral Health teams connected with about 700 people.
- We engaged 2,400+ people at 28 events during the campaign!



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We helped our helpers help youth

- Eight $5,000 grants for creative projects that supported the campaign:
  - Short films.
  - Health Sovereignty gathering.
  - Keynote speakers.
  - Poster-making.
  - Mentoring.
  - Podcast.
- Paid for with Health Department funds.
- Check them out! FentanylFacts.org/contracts



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Questions?

Chelsea Amato
camato@tpchd.org
Edie Jeffers
ejeffers@tpchd.org



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Who's Hungry in Pierce County?

Exploring Food Insecurity Trends

Board of Health

Feb. 7, 2024

Naomi Wilson, MPH

Sue Potter, Nourish Pierce County



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Agenda

- Link to Strategic Plan.
- Define food insecurity.
- Review findings from Pierce County Food Insecurity Report.
- Food banks and community.

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- Racial justice.

Through June 2024.

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What is food insecurity?

- Lack of reliable access to affordable and nutritious food.
- Affects health, well-being, and overall quality of life.
- Affects a child's ability to learn and grow.
- Socio-economic, political, and environmental factors all play a role.

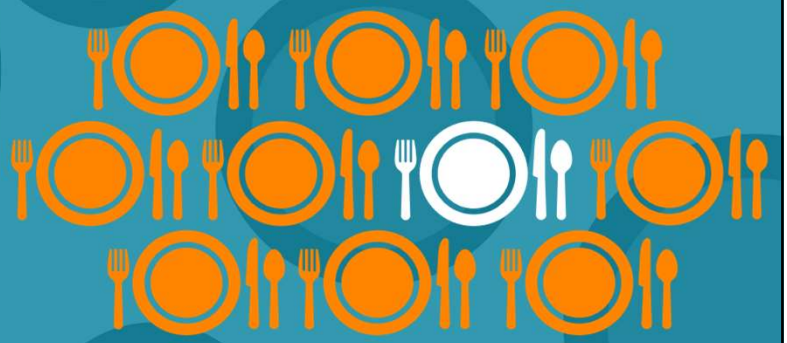
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Understanding food insecurity

1 in 10

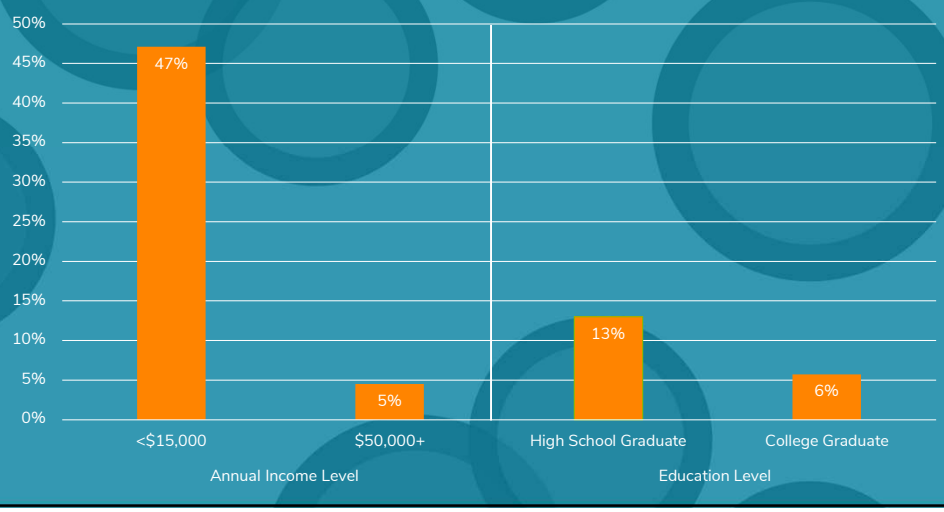
Pierce County residents reported often or sometimes not having enough money to get more food.



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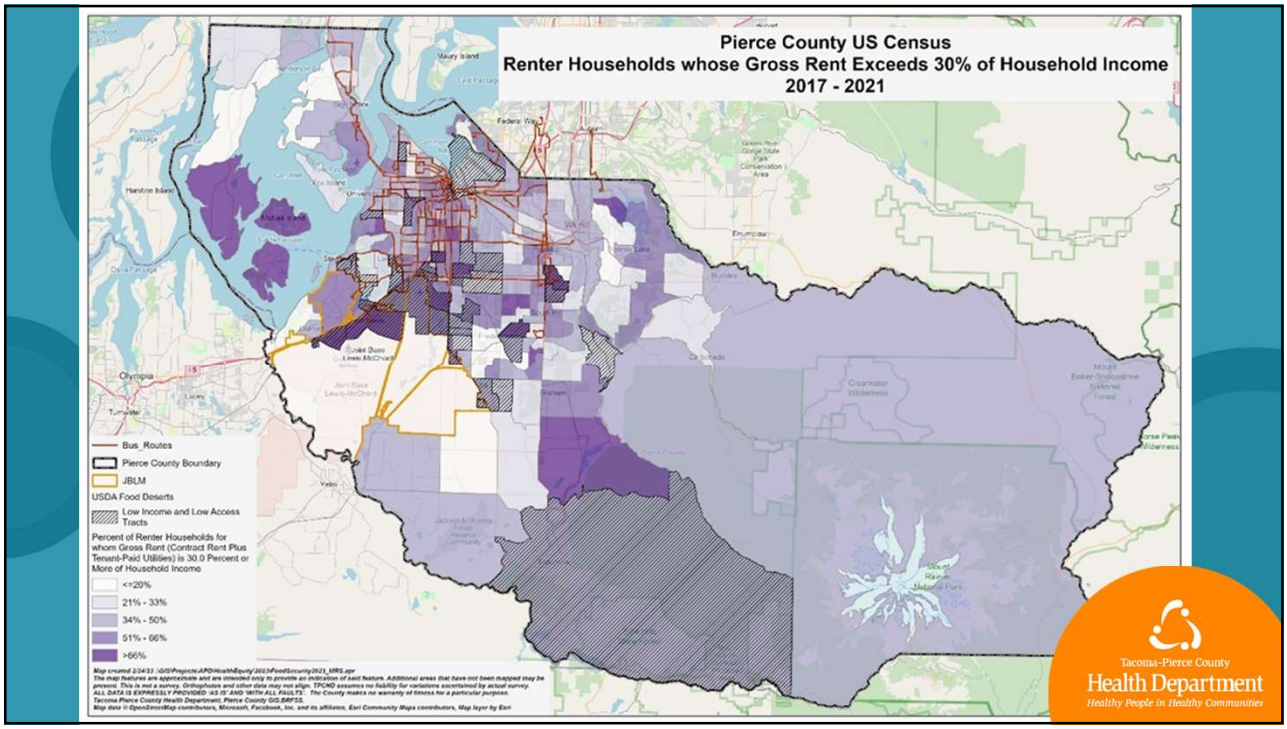
How does food insecurity vary between populations?



- Income.
- Education.
- Geography.

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Who is food insecure in Pierce County?

Highest food insecurity is among residents who are:

- Female.
- Ages 25-34 and 35-44.
- Most impacted by structural racism and are:
  - Black African-Americans.
  - Native Americans/Alaskan Natives.

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Creating pathways from scarcity to security.

NOURISH PIERCE COUNTY
Food Banks for Healthier Futures



Nourish Pierce County - Food Banks for Healthier Futures (nourishpc.org)

Our mission:

- Provide nutritious food and support services to people in need with compassion, dignity, and respect.

In 2023 we served 59,663 people.

- Averaged more than 6 visits per person.
- More than 40,000 volunteer hours logged.
- 13% increase in those served from 2022.
- Almost 3.5 million nourishing meals.

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Discussion

Policies.

Community-based and culturally relevant foods.

Collaboration.

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Questions?

Naomi Wilson
nwilson@tpchd.org



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