Tacoma-Pierce County
Board of Health

Regular Meeting Agenda
August 5, 2020
3 - 5 p.m.

Remote Attendance Only
Dial in: 253-343-0639
Access Code: 376 270 447#

I. CALL TO ORDER

II. ROLL CALL

III. COMMENTS BY THE PUBLIC
During the duration of the declared public health emergency, public comments will only be accepted via email at director@tpchd.org. Public comments may be submitted any time prior to the adjournment of the Board of Health meeting. All written public comments will be made part of the record. Public comments received prior to noon on the date of the Board of Health meeting will be provided to Board members prior to the meeting.

IV. COVID-19 2020 Response Update
[Anthony L-T Chen, Director of Health]
[Nigel Turner, Communicable Disease Control, Division Director]
[Benjii Bittle, Business Development Manager]
[Christopher Schuler, Finance and Operations Director]
[Edie Jeffers, Communications Manager]

Racism And Resilience Action Response Team Update
[Sebrena Chambers, Strengthening Families Division Director]

V. CONSENT AGENDA
1. Approval of the meeting minutes for July 1 and July 15, 2020.

VI. REGULAR AGENDA
1. Resolution No. 2020-4653 – Authorization to contract with Melinda Poso LLC from August 1, 2020 through June 30, 2021, for $60,000 to provide services of an Advanced Registered Nurse Practitioner for the Meds First Project.
[Sebrena Chambers, Strengthening Families Division Director]
2. Resolution No. 2020-4654 – Authorization to contract with Express Services, Inc., in the amount of $3,950,000; and BizTek People, Inc. in the amount of $2,500,000 to address staffing needs to help prevent and control the spread of the novel coronavirus COVID-19 in Pierce County for the period of January 1, 2020 through December 31, 2020.
[Colleen Kilduff, Human Resource and Risk Manager]

VII. COMMENTS BY DIRECTOR OF HEALTH
[Anthony L-T Chen, Director of Health]

1. PHEPR SharePoint
[Brien Agular, Health Promotion Coordinator III]

2. School Health Report
[Michele Haymond, Health Promotion Coordinator III]

VIII. COMMENTS BY BOARD OF HEALTH MEMBERS

IX. EXECUTIVE SESSION
Discuss agency litigation in accordance with RCW 42.30.110(i) and; discuss labor negotiations in accordance with the Open Public Meetings Act and pursuant to RCW 42.30.140.

X. ADJOURNMENT
Regular Meeting Minutes
July 1, 2020
3-5 p.m.

Remote Attendance Only
Dial-in 253-343-0639
Enter Access Code: 205-032-444#

Proclamation 20-28 temporarily prohibits in-person contacts with the public that are required by the Open Public Meetings Act (OPMA) (RCW 42.30) and the Public Records Act (PRA) (RCW 42.56), suspending some statutory language that would require such contacts. It is effective from March 24, 2020 until midnight, April 23, 2020, unless extended beyond that date.

Call to Order
Chair Ushka called the July 1, 2020 Tacoma-Pierce County Board of Health Regular meeting to order at 3:03 p.m.

Roll Call
Board of Health Members Present: Catherine Ushka, Derek Young, Bruce Dammeier, William Hirota, Patricia Johnson, Doug Richardson, Alt. Board Member Robert Baggett, Alt. Board Member Marty Campbell.
Board of Health Members Excused: Keith Blocker, Dave Morell.

Comments by the Public (not related to a specific agenda item)
During the duration of the declared public health emergency, public comments will only be accepted via email at Director@tpchd.org. Public comments may be submitted any time prior to the adjournment of the Board of Health meeting. All written public comments will be made part of the record. Public comments received prior to noon on the date of the Board of Health meeting will be provided to Board members prior to the meeting.

Public comments received through director@tpchd.org are attached.

COVID-19: Response Update

Anthony L-T Chen, Director of Health; Nigel Turner, Communicable Disease Control Division Director; Benjii Bittle, Business Development Manager; Stephanie Dunkel, Communicable Disease Control Assistant Division Director; Laurie Jinkins, Senior Advisor updated Boardmembers on COVID-19 disease response, Expanded Phase 2 Recommendation status, CARES Act budget and status, and Continuity of Department Operations.

Dr. Chen advised Boardmembers based on the upward trend in rates of infection, he has withdrawn his recommendation for an expanded Phase 2 application. He discussed this topic and next steps as part of the COVID-19 update. Nigel Turner advised Boardmembers on the current status of COVID-19 disease trends and various targets for the Governor’s Safe Start plan.

Mr. Turner talked about increased testing in Pierce County thanks to CARES funding and steps to ensure we have enough disease investigation capacity.

These minutes are not verbatim.
Benjii Bittle provided Boardmembers with an update on partnerships working around 4 disproportionately affected racial and ethnic communities and 6 communities of focus. Mr. Bittle advised on communications and outreach.

Stephanie Dunkel updated Boardmembers on CARES Act Funding and public health budget plan. The $67M for public health emergency response will be available to the Health Department and Pierce County for work proposals approved through Pierce County Finance.

Laurie Jinkins discussed the Health Department’s Continuity of Operations (COOP). She advised Boardmembers on facility planning, financial projections, and workload projections.

Staff responded to Boardmember questions regarding face cover messaging to younger population, healthcare settings, assessing target outreach and investigations.

**Consent Agenda**

Approval of the meeting minutes for May 6, May 20, May 31, 2020, and June 3 and June 17, 2020. Chair Ushka read the title into the record. Vice Chair Young moved to adopt the Consent Agenda. Seconded by Boardmember Richardson.

**Regular Agenda**

**Resolution No. 2020-4649** – Authorization to amend contract with McGavick Graves, P.S. in the amount of $85,000 from $125,000 for a total of $210,000 for general legal counsel; for the period of January 1, 2020 through December 31, 2020. The Clerk read the title into the record. Board Member Johnson moved to adopt the resolution. Seconded by Vice Chair Young.

Christopher Schuler, Finance and Operations Director presented the resolution. There were no questions from Boardmembers.

**Resolution No. 2020-4650** – Authorization to contract with CHI Franciscan Medical Group for $60,000 to provide tuberculosis services for suspected and confirmed TB cases, during the period of April 6, 2020 – December 31, 2020. The Clerk read the title into the record. Board Member Johnson moved to adopt the resolution. Seconded by Alternate Boardmember Campbell.

Nigel Turner, Communicable Disease Control Division Director presented the resolution. There were no questions from Boardmembers.

**Resolution No. 2020-4651** – Authorization to contract with 16D LLC in the amount of $233,144 to perform the modernization of the existing elevator to current Washington State Department of Labor and Industries requirements. Additional work includes the update and refurbishment of the existing elevator cab and a two-year full maintenance contract, for the period of July 2, 2020 to August 31, 2020. The Clerk read the title into the record. Board Member Johnson moved to adopt the resolution. Seconded by Boardmember Richardson.

Christopher Schuler, Finance and Operations Director presented the resolution. There were no questions from Boardmembers.
Resolution No. 2020-4652 – Authorization to renew software maintenance agreement with Tyler Technologies in the amount of $67,311 for support and maintenance of the Department’s financial and human resources software (New World ERP) for the period June 1, 2020 through May 31, 2021. The Clerk read the title into the record. Board Member Johnson moved to adopt the resolution. Seconded by Vice Chair Young.

Christopher Schuler, Finance and Operations Director presented the resolution. There were no questions from Boardmembers.

COMMENTS BY DIRECTOR OF HEALTH
[Anthony L-T Chen, Director of Health]

Dr. Anthony Chen updated Boardmembers on the progress of the Racism and Resilience Action Response Team. He advised Boardmembers recent research suggests exposure to air pollutants in wildfire smoke can make COVID-19 symptoms and outcomes worse. Dr. Chen informed Boardmembers IT will complete a large hardware upgrade over the upcoming holiday weekend. There were no questions from Boardmembers.

Help Me Grow

Naomi Wilson, Assessment, Planning & Development Program Analyst and Kate Ginn, LICSW, Help Me Grow Project Manager provided Boardmembers with an overview of the project, an annual update, reviewed current 211 data and COVID related work Help Me Grow has done to support Pierce County families.

COMMENTS BY BOARD OF HEALTH MEMBERS

Boardmember Dammeier advised on the allocation of CARES Act Funding. He asked Health Department staff about County Health Rankings is this something the Board will discuss in the future. Cindan Gizzi, Director of Assessment, Planning & Development advised her team would be happy to provide a presentation at a future date.

Chair Ushka reminded folks the pandemic is not done with us, wash your hands, social distance, wear your mask, encourage your friends to wear their mask.

Executive Session

There was no Executive Session.

Adjournment

The meeting adjourned at 5:16 p.m.

ATTEST:

_________________________________  ___________________________ ______________
Patricia Darden      Chair Catherine Ushka
Clerk, Board of Health  Chair, Board of Health

August 5, 2020
Date Signed
Hi Pat,

I hope you and your family are doing well!

I’m reaching out because CM Ushka occasionally gets calls from Pierce County residents with comments regarding Board of Health issues. CM Ushka has asked me to send this information to you to be included in an update of constituent comments that she said is sent to the full Board of Health. The message below is from David Taro, who lives outside the City of Tacoma.

(253) 564-9543   David Taro (University Place)   Ushka

Signs needed in stores for face mask requirements (contacting her as Health Board chair)

Thanks,
Lynda

Lynda Foster | Council Assistant
City Manager’s Office | City of Tacoma
747 Market Street, Room 1200
Tacoma, WA 98402
Cell: 253.219.0339
Office: 253.591.5166
Lynda.Foster@cityoftacoma.org
I. COMMENTS BY THE PUBLIC

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Rec’vd 7/1 3:34
Hello,

Can or will we go back to phase 1 in order to lower cases and help plateau the continuing incline of cases?
Sent from Yahoo Mail on Android
– Charlene McKenzie

Rec’vd 7/1 3:11 p.m.
I am looking for clear written guidance as to the Business Requirements for Contact Tracing Visitor Records; whether or not, we are required to maintain a log of member and visitors who enter our facility.

It is a valid concept and action we should be taking and not a problem to implement; however, without clear documented guidance, I cannot enforce the process or efforts with my stakeholders. If it is not a mandated/written requirement, such as all other line items listed in the WA State Phase-2 Safe Reopening document "Phase2 Professional Services Guidance (updated 06.26.2020).pdf" then we can’t make it happen.

Everywhere I have looked, the guidance is too open and unclear; words like required -then retracted, volunteer - then not required, maintain a visitors log for 30-days -but not required... Please make this a clear mandated requirement for businesses trying to follow the right guidance, or skip the entire mentioning of the process. Why are we hiring and training contact tracers if we are not going to require businesses to comply and assist with maintaining visitor records, so contact tracers can then do their job to help stop the spread of COVID-19? Thank you for your time answering this concern and providing clearer guidance.

Everything else in our opening plan and procedures, we are matching up nicely with WA States’ Safe Opening Requirements, except for this broken link. We want to properly protect our employees and financial members, but need clear guidance to do so.

Thank you and cheers, now wash your hands . . . ;)

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Bill Hagen
Hello Mr. Chen!

I saw that you’re not going to try to expand phase 2.. I am concerned that our very high numbers will only get higher if left the same... why would they decrease? They won’t! It’s pure science. I know that you all are concerned with upset businesses, but closing for 2-4 weeks would assure a shorter closure, rather than letting the snowball get too much momentum in these next few weeks. Especially with fall around the corner.

Also, in the summer residents would feel a lot less pent up than being asked to stay home when the weather is miserable and the holiday season approaching. (if a stay home order messes with traditional holiday gatherings, people would throw a fit more then, than now 😞)

Thanks for always hearing my thoughts!

KATRINA Holman 😊
Sent from my iPhone

Rec’vd 7/1 8:19 AM

Thank you for considering moving Pierce County forward into a modified Phase 2. In light of a statewide face mask requirement and Pierce County hospitalizations remaining stable at 15 percent since May 5 please reconsider your recommendation to remain in Phase 2. Hospitalization rates are one important measure of resources. Not available at this time are the number of available ICU beds and ventilators which are also important measures of resources for our most critically ill patients. It is disappointing that responsible residents must suffer the consequences of less responsible residents. Unfortunately less responsible people will not change their nature. If Pierce County moves forward into a modified Phase 2 please consider adding the opening of fitness centers for our physical health under Phase 3 restrictions along with libraries and museums.

Thank you again for making the right choice.

Scott Enck

A Resident of Federal Way and Tacoma

Rec’vd 6/29 9:17 a.m.

I am STRONGLY OPPOSED to reopening libraries at this time. I work in the CCB and I know that our library has done all possible safety measures but we will still have concerns regarding patron and staff safety. With the numbers on the rise this seems dangerous to everyone.

Ame Watterson

Rec’vd 6/27 10:17 a.m.
To the Director, Pierce County Board of Health,

Please pay attention to the numbers.

Under Phase 1 Pierce County did well to flatten the total-number-of-cases curve with consistently low new cases per day. We rightly moved to Phase 2. However, under Phase 2 restrictions, not only have the total new cases been increasing rapidly, but the daily number of new cases is increasing day by day. As of June 27, the new cases per day have reached levels we haven't seen since the middle of April. At the present rate of increase, we will likely see a new high number (>80) of daily cases in less than three weeks.

PLEASE NOTE: PHASE 2 IS NOT WORKING!!

It is amazing to me the the Governor hasn't revoked our Phase 2 status. If we make any changes now it must be toward more restrictions not less. This is not a political problem It is a Public Health problem with all of our lives at stake.

Please pay attention to the numbers. Please do not approve an application for an "expansion of Phase 2".

Sincerely yours,

Ronald James
morningsky@seanet.com
253-225-6744
4909 157th Ave NW,
Lakebay, WA

Rec'vd 6/27 1:24 p.m.

Dr. Chen and Tacoma Pierce County Heath Department Board of Directors- thank you so much for your great leadership during this Covid-19 pandemic. Your guidance and dedication to a balanced, risk-based, data driven approach has been outstanding. Thank you for considering to allow Pierce County to request that the state allow our county to go into phase 2.5.

My one request is that you would reconsider and allow outdoor youth team sports (baseball, softball, etc.) to be allowed to be played in Pierce County as part of phase 2 and/or 2.5. While not a doctor, I understand the risk to our youth is very low. Moreover, our kids really need this. It has been a long, hard and discouraging spring. As you know we have a short window (PNW weather) and are already losing our summer. Please consider allowing the kids to play and require all adults to social distance, wear a mask or other effective mitigation measures.

Thank you so much for your consideration.

Jason Jordan
6322 62nd Ave CT NW
Gig Harbor, WA 98335
Sent from Mail for Windows 10
Rec’vd 6/27 11:49 a.m.

I really cannot expansion when we are at 31 per 100,000. When Gov Inslee gave us a pass by allowing us to go to phase 2 with 25 we soon jumped to 26 and now 31. Seems like give us an inch we take a mile and I see this as very unsafe particularly when much of the country is starting to explode.

John Kehoe, MD
8116 104th st ct sw
Lakewood
Call to Order
Chair Ushka called the meeting to order at 3:03 p.m.

Members Present: Catherine Ushka, Derek Young, Bruce Dammeier arrived at 3:30 p.m., William Hirota, Dave Morell, Patricia Johnson, Keith Blocker, Alternate Board Member Marty Campbell; Alternate Ken Farmer.

Members Excused: Doug Richardson,

Also present: Anthony L-T Chen, Director of Health; Nancy Sutton, Deputy Director; Nigel Turner, Communicable Disease (CD) Control Division Director; Sebrena Chambers, Strengthening Families, Division Director; Stephanie Dunkel, Communicable Disease Control Assistant Division Director, Christopher Schuler, Finance and Operations Director; Edie Jeffers, Communications Manager; Gregory A. Jacoby, Legal Counsel; Greg Tanbara, Health Promotion Coordinator; Amber Gibbar, Environmental Health Specialist; Kelsie Lane, Environmental Health Specialist; Laurie Jinkins, Senior Advisor; Bengjii Bittle, Business Development Manager

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COVID-19: Disease Update

Health Department staff updated Boardmembers on current disease status and trends, testing, Case Investigation team, and partnerships. Staff advised Boardmembers on the CARES Act budget and status, and Continuity of Health Department operations.

Nigel Turner, Communicable Disease Control Division Director advised Boardmembers on several key strategies to control the pandemic and how we move through the various phases. Case Investigations, limiting gatherings, handwashing and sanitizing, and mask campaigns.

He advised Boardmembers on an innovative social media mask campaign – Mask Up Pierce County. The campaign has included the use of community leaders and their Avatar character. Board Chair Ushka had an avatar created to support
this effort. Mr. Turner responded to questions regarding delays in test results and testing capacity, ordering personal protective equipment, contact tracing and lessons learned.

Boardmember Blocker advised on testing concerns voiced by Black community members who could not get testing because they did not exhibit COVID symptoms - asymptomatic. Mr. Turner will work with staff to provide a statement clarifying eligibility when Black and asked. Mr. Turner will also provide a contact phone number if they run into challenges. Boardmember Dammeier talked about mobile testing, getting resources in place, get mobile testing in the community and get them tested.

Discussion ensued around going back from phase 2 to phase 1, what Boardmembers and staff are hearing and feeling. Responses have been mixed.

**Board Members Comments**

There were no comments by Board Members.

**Adjournment**

The meeting adjourned at 5:30 p.m.

**ATTEST:**

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Patricia Darden  
*Clerk, Board of Health*

Catherine Ushka  
*Chair, Board of Health*

**August 5, 2020**  
Date Signed
COVID-19 Update

Anthony Chen
Nigel Turner
Benjii Bittle
Chris Schuler
Edie Jeffers

Board of Health
Aug. 5, 2020
Agenda

• COVID-19 disease response.
  • Disease trends.
  • Partnerships.
  • Testing.
• CARES Act budget and status.
• Communication campaigns and analytics.
Disease Trend in Pierce County

- See our Safe Start dashboard for testing information and other data we’re tracking: tpchd.org/covid19cases

As of July 30, 2020
Safe Start Phase 2—Disease Trends

- Low rate of new positive cases. Target: < 25 new cases per 100,000 population for 14 days.
  - Currently 139.4
  - Trend: flat
- Outbreaks. Target: 2 or fewer.
  - Currently 11
- Healthcare system readiness.
  - Meeting target for bed occupancy.
- Low rate of positive tests. Target: < 2%.
  - Currently 6%.
- Rapid case and contact investigations. Targets: 24 and 48 hours.
  - Partially meeting.
Partnerships:

Communities of color most affected:
- Native Hawaiian and Other Pacific Islander.
- Latinx.
- Black/ African American.
- American Indian/ Alaska Native.

Communities of Focus (geographic areas):
- East Tacoma, Key Peninsula, Parkland, South Tacoma, Springbrook, White River.
Partnerships: Outreach to Black/African American community

Since June, Racism and Resiliency Action Response Team and COVID-19 community engagement team actions:

• Visible leadership.
• Mask campaign and distribution.
• Mobile testing.
• Listening sessions.

Next steps:

• Anchor organizations.
• Community leadership team.
• Direct outreach to young people (20-29).
• Co-developing policy priorities.
# Public Health Response - Testing

## Categories – Diagnostic and Community Testing

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diagnostic Testing</strong></td>
<td>$21,511,840</td>
</tr>
<tr>
<td>Increase testing and lab capacity based on Governor’s current guidance for Safe Start.</td>
<td></td>
</tr>
<tr>
<td><strong>Community-based Testing/Proactive Testing</strong></td>
<td>$3,471,270</td>
</tr>
<tr>
<td>Increase community-based, accessible and equitable testing options.</td>
<td></td>
</tr>
</tbody>
</table>
Mobile Testing Locations

- Red: completed events.
- Green: scheduled events.
CARES Act Funding

• Council allocated $67 million to public health response.
• Health Department submitted more than 25 funding requests.
# Public Health Response – Investigations and Data

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Surveillance and Support Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Funding request supported hiring 13 staff for data and surveillance work and 7 support staff to COVID-19 response work.</td>
<td><strong>$1,297,110</strong></td>
</tr>
<tr>
<td><strong>Case Investigation and Contact Tracing</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$12,794,680</strong></td>
</tr>
</tbody>
</table>

## Updates

- Pilot projects for investigations systems: CREST and SARA. Experiencing challenges.
- Working with Director of Office of Recovery on prevalence testing research opportunities. No funds currently allocated. Potential funding request.
- Successful surge planning for onboarding and training.
- Facility secured. Thank you, Pierce County Human Services!
- Increased outbreaks in facilities. Increasing staff, shifting assignments to respond.
### Public Health Response - I&Q and PPE

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isolation and Quarantine Housing</td>
<td>$5,810,000</td>
</tr>
<tr>
<td>Personal Protective Equipment</td>
<td>$8,287,000</td>
</tr>
</tbody>
</table>

**Updates**

- 70 people have stayed at Temporary Care Center. Increased need for facility in last 30 days.
- Completed RFP for Medical oversite and care coordination for I&Q placement, and support for people in home I&Q vendor selected contract out for review.
- Procured surge PPE. Continues to arrive.
- School PPE is being procured.
- Secured warehouse facility to receive and distribute PPE.
## Public Health Response – Public Education and Equity

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Education with Equity Focus -</td>
<td>$2,025,000</td>
</tr>
<tr>
<td>Communications and Community Engagement focused</td>
<td></td>
</tr>
<tr>
<td>work to support accessible and equitable access to</td>
<td></td>
</tr>
<tr>
<td>information.</td>
<td></td>
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</tbody>
</table>

### Updates

- Marketing Campaign proposal approved for $740,000 for the next 2 months.
- Anchor Organizations and Health Advocates proposal approved for $700,000.
- Pierce County requiring contract review and approval by County Communications Manager.

### Progress

- Marketing: Animation contract near complete.
- Community Engagement: Planning for comprehensive RFP, goal for release is 8/5/2020.
## Public Health Response – Dept. Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Proposal Total</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Department ICS Response Costs (Mar-May)</td>
<td>$1,819,255</td>
<td>Approved</td>
</tr>
<tr>
<td>Health Department ICS Response Costs (June)</td>
<td>$580,000</td>
<td>Submitted</td>
</tr>
<tr>
<td>Health Department ICS Response Costs. (Jul-Dec)</td>
<td>$4,420,000</td>
<td>Reserved</td>
</tr>
</tbody>
</table>

### Updates

Additional expenses to be allocated monthly as reimbursement.
Communications Campaigns - Website Analytics

• Last year, more than 1 million pageviews on our site.
• Since COVID began, average 1 million a month.
• More than 6 million pageviews for the year.
• People have viewed our case count page nearly 2 million times.
• More than 1 million unique website visitors this year.
• People received our GovDelivery bulletins about 3.6 million times.
Face Coverings—Mask up, Pierce County.

tpchd.org/mask
Physical Distancing—Practice Safe Six

tpchd.org/safesix
Trusted Messengers

Wearing is caring. Mask up, Pierce County.

Celebrate in style. Mask up, Pierce County.

Masked transit.
Mask up, Pierce County.

Wearing is caring. Mask up, Pierce County.

Wearing is caring. Mask up, Pierce County.
Analytics—Blogs and Social Media

- 30,000 Gov Delivery subscribers; quadrupled since March.
  - 20,000 blog subscribers.
- Facebook
  - Reached 500 people and got 5 comments a day last year.
  - Since March, reached 11,000 people and got 181 comments a day.
  - In July, reached 15,000 people and get 350 comments a day.
- Twitter
  - 4,400; doubled since March.
Racism & Resilience Action Response Team

Racial Equity: Policy Review and Assessment

• Develop roadmap to explore internal practices, policies and culture related to race equity work.

• Review HR policies, procedures and data about:
  • 2018-2019 hiring, recruitment and retention demographics and practices.
  • Effects of hiring and recruitment.
  • Effect of organizational culture on retention.
  • Assessment rubric from Washington Race Equity and Justice Initiative.

• Use best practice tools, subject expert consultants and community guidance.
Questions?
Racism and Resilience Action Response Team Update

Sebrena Chambers
Board of Health
Aug. 5, 2020
Racial Equity: Policy Review and Assessment

- Develop roadmap to explore internal practices, policies and culture related to race equity work.

- Review HR policies, procedures and data about:
  - 2018-2019 hiring, recruitment and retention demographics and practices.
  - Effects of hiring and recruitment.
  - Effect of organizational culture on retention.
  - Assessment rubric from Washington Race Equity and Justice Initiative.

- Use best practice tools, subject expert consultants and community guidance.
Questions?
RESOLUTION NO. 2020-4653

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

- Authorization to contract with Melinda Poso LLC from August 1, 2020 through June 30, 2021, for $60,000 to provide services of an Advanced Registered Nurse Practitioner for the Meds First Project.

_______________________________
Catherine Ushka
Chair, Board of Health

August 5, 2020
Date of Adoption

ATTEST:

_______________________________
Patricia Darden
Clerk, Board of Health
REGULAR AGENDA
Resolution No. 2020-4653

<table>
<thead>
<tr>
<th>Requesting Division</th>
<th>Presenter</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strengthening Families</td>
<td>Sebrena Chambers, Division Director</td>
<td>798-4731</td>
</tr>
</tbody>
</table>

Preparation of an Agenda Request/Resolution for the Board of Health meeting. Date: August 5, 2020

Request Summary
Authorization to contract with Melinda Poso LLC from August 1, 2020 through June 30, 2021, for $60,000 to provide services of an Advanced Registered Nurse Practitioner for the Meds First Project.

Background Information / Comments
Meds First provides buprenorphine medication in a medication assisted treatment low barrier model of care. Meds First project started in July 2019 and continues until June 2021. Contract supports partnership with the Health Department, the University of Washington, and the Paul G. Allen Foundation.

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. 2020-4653

List all materials attached as backup information for the request.

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

Finance Information/Additional Revenue

Source of Revenue
Federal: 
State: $60,000.00
Pierce County:
City of Tacoma:
Other:
Total: $60,000.00

Additional Expenditure

Account Number(s)
103-555-1119-41 $60,000.00

Program Name
Treatment Services

Program / Division Director Approval
Business Support Services Approval
Director of Health Approval
# Health in All Policies

## Health Lens Analysis Tool

<table>
<thead>
<tr>
<th>Name of Proposed Policy or Decision</th>
</tr>
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<tbody>
<tr>
<td>Melinda Poso LLC</td>
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## Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**  
   Ensure that the Meds First Buprenorphine project has a certified prescriber.

2. **Which groups of people will be most affected by this proposal?**
   - **Positively affected:**
     Patients age 18 and above who seek relief from substance abuse.
   - **Negatively affected:**
     N/A

3. **Which groups of people who may be affected have you consulted when developing the proposal?**
   - **Consulted with:**
     Patients receiving treatment at the facility  
   - **Have not consulted with:**
     Individuals who are not in treatment

4. **How would this proposal improve or impair the social conditions of the community?**
   Individuals receiving medication assisted treatment are less likely to commit crimes to support their addiction; become productive contributors to their community.

5. **How would this proposal improve or impair the economic conditions of the community?**
   This proposal will provide little to no cost medical assistance to those experiencing opioid dependency.

6. **How would this proposal improve or impair the environmental conditions of the community?**
   With a new clinical office in the community, individuals access to primary and speciality care primary will be enhanced.
### 7. What are some possible unintended negative health effects of this proposal?

None

### 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?

Approve the contract as is.

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

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<tr>
<th>Action</th>
<th>Description</th>
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<tr>
<td>No change (please explain:)</td>
<td>No amendment to the contract required.</td>
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<td>Remove the following from the proposal:</td>
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<td>Amend the following in the proposal:</td>
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CONTRACT FOR SERVICES

This Contract for Services, #2020-00000175, is hereby made by and between the Tacoma-Pierce County Health Department ("Department"), and Melinda Poso ("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.

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Page</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>10</td>
<td>Contractor Services</td>
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<tr>
<td>B</td>
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<td>Reimbursement</td>
</tr>
<tr>
<td>C</td>
<td>13</td>
<td>Business Associate Agreement</td>
</tr>
</tbody>
</table>

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 August 6, 2020 and end June 30, 2021, 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 four (4) additional one-year terms, based upon available funding and satisfactory performance.

III. PAYMENT

The DEPARTMENT shall pay the maximum sum of $60,000 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](http://www.sam.gov).

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

Melinda Poso
Melinda Poso
PO Box 99068
Lakewood, WA  98496
Phone:

The Liaison for Contractor shall be:

Melinda Poso
Email: lposo@tpchd.org

On behalf of Department:

Christopher Schuler, Business Manager
3629 South D Street, MS1004
Tacoma, WA 98418-6813
Phone: (253) 798-4789
Fax: (253) 798-6019

The Liaison for Department shall be:

Alisa Solberg
Phone: (253) 798-3564

Authorized Contractor Signature

Authorized Department Signature

Melinda Poso
Sebrena Chambers

Printed Name of Authorized Signature
Printed Name of Department Signature

Date of Signature

Date of Signature

$60,000
Dollar Amount for this Contract

Authorized Department Signature
(for Contracts Over $25,000)
Christopher Schuler, Business Manager
Printed Name of Department Signature
ADDENDUM A: CONTRACTOR SERVICES (Scope of Work)

This Addendum applies to Contract #2020-00000175 between Department and Contractor. During the specified contract term, Contractor shall provide the services described below:

The Contractor shall provide the services of an Advanced Registered Nurse Practitioner (ARNP) with a Buprenorphine waiver.

The Contractor will participate on the Medication First research project team by supplying the services of an Advanced Registered Nurse Practitioner (ARNP). The team initiates buprenorphine Medication Assisted Treatment in a low barrier "Medication First" model of care. The team incorporates wrap around services to integrate the patient with co-occurring, co-morbid, and psychosocial barriers to traditional SUD MAT.

The ARNP will provide comprehensive evaluations and treatment for adults with substance use disorder (SUD). The ARNP will obtain a SUD history, review Point of Care (POC) drug screens, perform a physical assessment and evaluate appropriateness of entry in low barrier, Medication First, buprenorphine MAT. Initiates buprenorphine induction. Manages MAT until patient accepted by a community-based MAT provider. Member of multidisciplinary "wrap-around" team to treat SUD to facilitate treatment/interventions for co-occurring and co-morbid diagnoses, and full spectrum of psycho-social needs of patients with SUD.

The ARNP MUST have the following qualifications:

Licensed ARNP in Washington state
DEA Buprenorphine waiver
DEA
Master’s degree
Nurse Practitioner with current national certification
Minimum 5 years ARNP experience
Malpractice Insurance

The ARNP MAY have the following qualifications

Desired 2 years of clinical experience SUD evaluation and treatment
Computer skills
Strong written and interpersonal communications skills
Knowledge of computer-based data management programs and information systems, as well as medical records and point-of-interview technology
Decision-making and problem-solving skills

The Contractor will perform services at the Departments campus, between the hours of 8 am to 4:30 pm, Monday through Friday.

Contract is at a rate of $73 per hour up to $60,000.

Contractor can invoice for payment on a monthly basis with the completion of reports, evaluation of patients, and performance of other duties relating to the Medication First project.

Contract is effective August 6, 2020 until June 30, 2021.
ADDENDUM B: HEALTH DEPARTMENT REIMBURSEMENT

This Addendum applies to Contract #2020-00000175 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: State Categorical

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 $60,000.

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.

    Melinda Poso  
    PO Box 99068  
    Lakewood, WA  98496
ADDENDUM C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective as of August 6, 2020, by and between the Tacoma-Pierce County Health Department ("Department" or "Covered Entity") and Melinda Poso ("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.


(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.
“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.

“Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

“Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.


“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.
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.

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, if it 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 which 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 preempted 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.

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**COVERED ENTITY**
Tacoma-Pierce County Health Department

**BUSINESS ASSOCIATE**
Melinda Poso

By: ______________________________

Name: Brian Moore
Title: Privacy Officer
Office Phone: (253) 798-6021

Printed Name: ______________________________
Title: ______________________________
RESOLUTION NO. 2020-4654

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

- Authorization to contract with Express Services, Inc., in the amount of $3,950,000; and BizTek People, Inc. in the amount of $2,500,000 to address staffing needs to help prevent and control the spread of the novel coronavirus COVID-19 in Pierce County for the period of January 1, 2020 through December 31, 2020.

__________________________________
Catherine Ushka
Chair, Board of Health

August 5, 2020
Date of Adoption

ATTEST:

_______________________________
Patricia Darden
Clerk, Board of Health
REGULAR AGENDA
Resolution No. 2020-4654

<table>
<thead>
<tr>
<th>Requesting Division</th>
<th>Presenter</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services</td>
<td>Colleen Kilduff, Human Resource &amp; Risk Manager</td>
<td>(253) 798-6467</td>
</tr>
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</table>

Preparation of an Agenda Request/Resolution for the Board of Health meeting.  Date: August 5, 2020

Request Summary
Authorization to contract with Express Services, Inc., in the amount of $3,950,000; and BizTek People, Inc. in the amount of $2,500,000 to address staffing needs to help prevent and control the spread of the novel coronavirus COVID-19 in Pierce County for the period of January 1, 2020 through December 31, 2020.

Background Information / Comments

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. 2020-4654

List all materials attached as backup information for the request.
Contract #2020-00000085 Amendment #1
Contract #2020-00000XXX
Contract #2020-00000XXX

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

Finance Information/Additional Revenue
Grantor / Contractor:

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<tr>
<th>Source of Revenue</th>
<th>Additional Expenditure</th>
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<td>Other:</td>
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<tr>
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Program / Division Director Approval  Business Support Services Approval  Director of Health Approval

Program Name
Communicable Disease - Public Health Emergency Response
New Contract Service Request

Users should reference current Procurement and Delegation of Authority Policies.

1. ALL CONTRACT REQUESTS MUST SUPPLY INFORMATION IN THIS SECTION

Title: Express Temporary Staffing – Covid-19
(Name CSR file with this title, this title will also be used in New World financial system)

Documents Needed: ☒ W-9 (new one every year) ☐ DUNS ☐ Debarment

Division/Program Code and Name: Choose an item

Initiator Name: Carolyn Korst
Program Supervisor: Colleen Kilduff
Initiator Phone Number: 253.798.3783 Initiator email: ckorst@tpchd.org

Signing Authority (who in the division is authorized to sign for the Program at anticipated cost?): Christopher Schuler

If contract funded by single source, note here. If multiple funding sources, itemize below.

Cost Center Funding Source Type CFDA # Expense Account Project ID
Choose an item.

If using federal funds, provide name of pass-through agency:

Maximum budget $ allocation: $3,600,000. (NOT to be made known to bidder; final contract amount may be less)

Proposed start date: 8/6/2020 Proposed end date: 12/31/2020

2. Technology Review

Is this requested contracted service related to purchase of any technology or technology service?

Yes ☐ No ☒

If yes, complete Technology Checklist, below. If no, go to 3.

3. Communications Review

Is the project related to a creative service or communication activity, such as printed material, video, website, advertising (radio, TV, print, bus boards, billboards) or PSA? If yes, complete Communications Checklist, below. If no, go to 4.

Yes ☐ No ☒

4. MA Review

Initiator, with MA counsel, finalizes scope, compares against budget, & completes EE/Contractor Relationship & FLSA/RCW Review.

MA Name: Chris Barbou Date: 7/15/2020

5. IF: 6. THEN:

$0 – $10k 0 bids required (No renewals)
☐ No competitive bids to be done. Complete selected vendor info below.

$10,001 – $25k 3 informal bids required (2 renewals)
☐ Program to obtain at least 3 bids? Complete bid information below.
☐ Procurement Office to obtain bids? (Expect 7-15 business days)
☐ Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete selected vendor info.

$25,001 – $50k Informal bidding performed by Procurement Office. (Expect 7-15 business days)
☐ Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete selected vendor info.

$50,000 or more. Formal RFP required (4 renewals)
☒ RFP must be performed by Procurement Office. (expect up to 45 business days to complete RFP cycle)
☐ Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete selected vendor info.

NOTE: if expense is expected to be more than $50k, BOH approval is required.

BOH Action Request Form, all info above, contractor info, draft contract language, and time on the BOH agenda will be necessary.
If BOH Approval is Needed have you completed and attached the Health Lens Analysis Tool?

☐ Yes  ☐ No

Next Steps:

7. ☒ Send to Procurement Office for tracking and routing.  DATE: 7/15/2020
   Contract Tracking Number:

8. ☐ Procurement Office completes formal or informal solicitation if needed and routes to initiator.  DATE: Click here to enter a date.

9. ☐ Initiator determines & documents vendor selection (if greater than $24.9k, obtain Division Dir/Mgr approval)
10. ☐ Initiator and MA complete Ethics Policy Review.  DATE: Click here to enter a date.
11. ☐ Notify vendor of selection (by email by Program if informal; in writing by Purchasing if formal RFP) using standard verbiage.
12. ☐ Initiator routes to Procurement Office.  DATE: Click here to enter a date.
13. ☐ Procurement Office assembles contract.
14. ☒ Board of Health approval (if needed)
15. ☐ Procurement Office routes to contractor for signature.
16. ☐ Procurement Office routes to program signing authority for signature (if greater than $24.9k obtain BSS Mgr signature).
17. ☐ Procurement Office files and completes requisition in New World.
18. ☒ Suspension and debarment search for contracts paid with any federal funds. Provide printout or screenshot of search results. MA Name: DATE: Click here to enter a date.

Contract Cost Allocation Information (add and copy row if additional sources)  Return to top

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<thead>
<tr>
<th>Cost Center</th>
<th>Funding Source Type</th>
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<th>CFDA #</th>
<th>Project ID</th>
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If using federal funds, provide name of pass-through agency:

Source of Revenue (How much of the Contract Comes From Each Source)

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<thead>
<tr>
<th>Lic, Permits &amp; Fees: $</th>
<th>Fed Cat: $</th>
<th>State Cat: $</th>
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<th>Private &amp; Local Grants: $</th>
<th>Flex Rev: $</th>
<th>Support Svcs/Div Mgmt: $</th>
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Total Contract $ Amount:  

Selected Vendor Information

Business/Organization Name: Express Employment Professionals
Contact Name: Monika Lewis
Vendor Contract Signing Authority: Monika Lewis
Contact Phone Number: 253.475.6855
Business Address Line 1: 5821 So. Sprague Court, Suite 101
Business Address Line 2:  
City: Tacoma State: WA
Postal Code: 98409
Phone: 253.475.6855 Fax: 253.472.0721
Email: Monika.Lewis@ExpressPros.com

Remittance Address  
☑ Same as Business Address

Contact Name:  
Remittance Address Line 1:  
Remittance Address Line 2:  
City: State: Postal Code: Phone: Fax: Email:  
Tax Information

Federal Tax ID#: 84-0909680 W-9 Form On File
DUNS #:  Link to DUNS# lookup
Justification (brief statement as to why this vendor was selected over competition):
Pricing, proven track record of excellent customer service, qualifications, understanding of Department related issues, and excellent references.

Code of Ethics Policy Review
Review the contract relationship per the Department Ethics Policy. Use these questions as a guideline.

☐ Are there any possible legal constraints to contracting?
☐ Is contractor a current TPCHD employee?
☐ Is contractor a former TPCHD employee? If so, indicate last date of employment:
☐ Is there any potential conflict of interest?
☐ Is contractor a relative or close personal friend (of TPCHD contract decision maker)?
☐ Is there any appearance of impropriety or ethical issues that may arise as the result of this contract?

Based on this review, does MA have any concerns that this may not be appropriate for contracting?  IF YES, CONFER WITH DIVISION MGMT & HR DEPT.  ☐ YES ☐ NO

HR Contact:  Date:  Click here to enter a date.
HR Comments:

Can contract selection move forward if initiator recuses him/herself?  ☐ YES ☐ NO ☐ N/A
If yes, who will make final selection?

SCOPE OF WORK
A complete scope of work should address at a minimum:
Services to be provided, necessary qualifications, expected deliverables/outcomes, when and where the service will be provided. Write scope here (or if lengthy/complex paste scope in designated space below):

Option A
Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department.

The mark up will be 35% for Option A.

Option B
Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be sent to the Contractor to complete background check and required paperwork. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department.

The mark up will be 30% for Option B.

Temporary Staffing Needs

1. Temporary employees must be willing to work collaboratively and flexibly. They must show professionalism and value serving diverse groups of people as we work towards community healing from the COVID-19 pandemic.

2. Some positions may require a clinical license or certificate or specialized skills.

3. Payrates will still be determined, however, all positions will make a minimum of $27.68 an hour. The Department will set the payrate.

4. We have outlined the positions below for the immediate need; however, other emergency positions may be added to this contract.

Case and Contact Investigators

- Interview people with suspected or confirmed COVID-19 and provide appropriate isolation/quarantine guidance.
- Engage with cases and contacts to establish positive rapport by using a variety of interviewing techniques.
- Determine a person’s close contacts during their infectious period.
• Notify close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols.
• Address questions and concerns while employing de-escalation skills and motivational interviewing as needed.
• Find creative solutions to locate or engage with cases and contacts who may be difficult to reach or reluctant to engage in conversation.
• Solve problems as they arise related to isolation/quarantine, specialized patient care, and wraparound service needs.
• Strong verbal and written communication skills.

Administrative Support

• Professionally handle sensitive information.
• Support activities among various teams.
• Compile and manage high volumes of information with attention to detail.
• Comfortable using a variety of software applications to perform essential administrative job functions.
• Identify opportunities for improved efficiency, streamlining, and quality control.
• Willing to take direction and carry out assigned tasks in a timely manner in alignment with output requirements.
• Strong verbal and written communication skills.

Non-Clinical Care Coordinator:

• Provide administrative support to the care coordination team as needed.
• Understanding of care coordinator processes and functions.
• HIPAA certification and understanding of applicable laws linked to managing patient care.
• Strong verbal and written communication skills.

Lab Coordinator:

• Coordinate specimen collection, documentation, transportation, and tracking.
• Strong time-management skills to ensure specimens are submitted for analysis and results are communicated per regulatory parameters.
• Valid Washington Driver’s License required.

Work Environment

The Investigation Team is within the Operations Section, Public Health Branch of the Health Department’s Incident Command System (ICS). ICS is a standardized approach to the command, control, and coordination of emergency response.

Office environment will provide:

• Health screenings.
• Social distancing.
• Cleaning and disinfection.
• Face coverings.

We will provide a workspace with phone and office supplies. Remote work is not currently available for these positions.

Basic computer skills are required, as much of the work involves data entry and collaboration and communication with team members in Office 365.

Contractor Requirements

Selected Contractor(s) will be required to provide:

1. Paid sick leave earned within the city limits of Tacoma to temporary staff.
2. Provide optional benefit package to the temporary staff that includes medical, dental and vision insurance.

3. Prior to temporary staff's initial placement at the Department, provide background checks as follows:
   a) If living in Washington State last two years; Washington State Vulnerable Adult/Child background investigation.
   b) If living in Washington State less than two years and another state; Complete an Out of State Criminal History including Felony and Misdemeanor in all counties lived in addition to a Washington State Vulnerable Adult/Child background investigation.

## Bid Collection Information and Supporting Documentation

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<thead>
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<th>Bidder 1</th>
<th>Business /Organization Name:</th>
<th>Contact Name:</th>
<th>Contact Phone Number:</th>
<th>Contact Email:</th>
<th>Bid Amount:</th>
<th>Supporting Documentation (email response, etc.)</th>
<th>Attached</th>
<th>Pasted/documented in space below</th>
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<thead>
<tr>
<th>Bidder 2</th>
<th>Business /Organization Name:</th>
<th>Contact Name:</th>
<th>Contact Phone Number:</th>
<th>Contact Email:</th>
<th>Bid Amount:</th>
<th>Supporting Documentation (email response, etc.)</th>
<th>Attached</th>
<th>Pasted/documented in space below</th>
<th>Click here to enter text</th>
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<tr>
<th>Bidder 3</th>
<th>Business /Organization Name:</th>
<th>Contact Name:</th>
<th>Contact Phone Number:</th>
<th>Contact Email:</th>
<th>Bid Amount:</th>
<th>Supporting Documentation (email response, etc.)</th>
<th>Attached</th>
<th>Pasted/documented in space below</th>
<th>Click here to enter text</th>
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<tr>
<th>Bidder 4</th>
<th>Business /Organization Name:</th>
<th>Contact Name:</th>
<th>Contact Phone Number:</th>
<th>Contact Email:</th>
<th>Bid Amount:</th>
<th>Supporting Documentation (email response, etc.)</th>
<th>Attached</th>
<th>Pasted/documented in space below</th>
<th>Click here to enter text</th>
</tr>
</thead>
</table>

| Bidder 5                  | Business /Organization Name: | Contact Name: | Contact Phone Number: | Contact Email: | Bid Amount: | Supporting Documentation (email response, etc.) | Attached | Pasted/documented in space below | Click here to enter text |
Bid Amount:
Supporting Documentation (email response, etc.)
☐ Attached
☐ Pasted/document in space below
Click here to enter text

### Technology Review Checklist

**Is this contract/service request related to the purchase of any technology greater than $24,999?**
(“Technology” includes any hardware or software, or any service utilizing hardware or software, which will, now or in the foreseeable future, connect to our network in any way.)

- ☐ Yes
- ☐ No

*If yes, STOP. You should not move forward with your contract service request until approved by the Technology Governance Board.* (Note: the TGB meets monthly; set timeline accordingly)

**TGB Approval#:**

**Is this requested contracted service related to Information Technology or will it require Information Technology Department support (regardless of $ amount)?**

- ☐ Yes If yes, complete checklist below and confer with IT.
- ☐ No If no, you may skip the balance of this review.

**Will this contracted service require any of the following?**

- ☐ Access to our systems:
- ☐ Data sharing:
- ☐ Technical support:
- ☐ New/different technology hardware:
- ☐ New/different software:
- ☐ Other: Click here to enter text

### Communications Review Checklist

**Do you have a communications plan that encompasses this activity?**

- ☐ Yes
- ☒ No

*If yes, provide link or copy.*

**Which Communications Liaison (CL) reviewed this contract service request?**

- CL Name:
- CL Contact Date: Click here to enter a date.
- CL Comments/Recommendations: Click here to enter text

**Add the following verbiage to the scope of work for ALL contracts relating to a creative service or communication activity:**

> The CONTRACTOR will provide all native software files and ownership of all creative design pieces to DEPARTMENT for future use and modification in accordance with the following:

1. Design work should be editable using the Adobe Creative Suite software family, version CS5 or higher.

2. Contractor will provide final artwork on a CD, thumb drive or portable storage device. Contractor agrees to provide the final artwork in its native format compatible with or translatable by Windows-based operating systems, all files created and associated with the project in their native file format compatible with or translatable by Windows-based operating systems, un-flattened (with editable layers) as well as all jpeg, tiff and eps files placed or inserted in the file work, packaged for commercial printing with all
fonts and images included, and a PDF copy of any final logos. Any unmentioned files or information necessary to print or edit any portions of the work are to be included with the final package.

c) The DEPARTMENT will own and retain all rights to any and all graphics, images and artwork created under the contract.

Employee or Contractor Relationship & FLSA/RCW Review

To determine whether a contractor may appropriately be classified as an independent contractor under most applicable laws, look for a pattern in the response to the following questions. If most of the boxes are checked “Employee,” the contractor should not be treated as an independent contractor. The most crucial factor in evaluating the independent contractor status is the Employer’s right to control the individual’s work.

### IRS Classification Factor Table

<table>
<thead>
<tr>
<th>Factor</th>
<th>Employee</th>
<th>Independent Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEHAVIORAL CONTROL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructions</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Training</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>FINANCIAL CONTROL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Significant Investment</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Payment of Expenses</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Services Available</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Incremental Payment</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Risk of Profit or Loss</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>RELATIONSHIP OF PARTIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Business Activity</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Based on this review, does MA have any concerns that this may be an employee type relationship? **IF YES, HUMAN RESOURCES DEPT MUST REVIEW.**

HR Contact: Carolyn Kors
HR Comments:  
Date: Click here to enter a date.
| Has this work/service been performed by any position or job classification anywhere else in the Department? **IF YES, OR IF DON’T KNOW, MUST BE REVIEWED BY HUMAN RESOURCES DEPT.** |
|-----------|---------|---------|
| Yes       | No      | Don’t Know |

HR Contact: Carolyn Korst
Date: 7/15/2020

HR Comments:

**Sole Source Advertisement**

*If requesting a sole source relationship for contracts greater than $10,000, a public advertisement running for 5 days is required. The sole source advertisement must be placed by the Procurement Office. The expense advertisement will be paid from initiator’s budget. Write or paste advertisement copy below. (NOTE: Ads must run for 5 business days, Wednesday to Wednesday and ads must be given to the papers the Monday prior).*

Click here to enter text
CONTRACT FOR SERVICES

This Contract for Services, #2020-00000183, is hereby made by and between the Tacoma-Pierce County Health Department (“Department”), and Express Employment Professionals (“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.

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>10</td>
<td>Contractor Services</td>
</tr>
<tr>
<td>B</td>
<td>13</td>
<td>Reimbursement</td>
</tr>
<tr>
<td>C</td>
<td>15</td>
<td>Business Associate Agreement</td>
</tr>
</tbody>
</table>

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 August 6, 2020 and end December 31, 2020, 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 four (4) additional one-year terms, based upon available funding and satisfactory performance.

III. PAYMENT

The DEPARTMENT shall pay the maximum sum of $3,600,000 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:
Monika Lewis
Express Employment Professionals
5821 So. Sprague Court, Suite 101
Tacoma, WA 98409
Phone: (253) 475-6855

The Liaison for Contractor shall be:
Monika Lewis
Email: monika.lewis@ExpressPros.com

On behalf of Department:
Christopher Schuler, Business Manager
3629 South D Street, MS1004
Tacoma, WA 98418-6813
Phone: (253) 798-4789
Fax: (253) 798-6019

The Liaison for Department shall be:
Colleen Kilduff
Phone: (253) 798-378

$3,600,000
Dollar Amount for this Contract
ADDENDUM A: CONTRACTOR SERVICES (Scope of Work)

This Addendum applies to Contract #2020-00000183 between Department and Contractor. During the specified Contract term, Contractor shall provide the Services described below:

Contractor will provide the following:

Option A
1. Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Mark-up rate is 35%.

Option B
1. Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be referred to the Contractor to complete background check and required paperwork. Mark-up rate is 30%.

Case and Contact Investigators
Pay Rate: $27.68 Option A – Bill Rate: $37.49
Option B – Bill Rate: $35.98

Administrative Support
Pay Rate: $27.68 Option A - Bill Rate: $37.49 Option B – Bill Rate: $35.98

Non-Clinical Care Coordinator
Pay Rate: $27.68 Option A - Bill Rate: $37.49 Option B – Bill Rate: $35.98

Lab Coordinator
Pay Rate: $32.00 Option A - Bill Rate: $43.20 Option B – Bill Rate: $41.44

The Contractor will provide required background checks. There is no additional charge for this service.

Testing will be completed on a requested basis. There is no additional charge to the Department for this service.

The Contractor agrees to provide EEO data to the Department on a monthly basis. This data will not specify temporary staff names or other identifiable information.

Conversion rates:
Option A: If Department wishes to hire the Express Associate on a regular basis, there is no fee after they have worked 520 hours. If prior to 520 hours, a direct hire fee will be pro-rated based on the total worked. The full direct hire fee will be 10% of the first year’s annual salary.

Option B: The Department may hire the Express Associate on a regular basis for no additional fees.

Temporary Staffing Needs

1. Temporary employees must be willing to work collaboratively and flexibly. They must show professionalism and value serving diverse groups of people as we work towards community healing from the COVID-19 pandemic.

2. Some positions may require a clinical license or certificate or specialized skills.

3. Payrates will still be determined, however, all positions will make a minimum of $27.68 an hour. The Department will set the payrate.

4. We have outlined the positions below for the immediate need; however, other emergency positions may be added to this contract.
Case and Contact Investigators

- Interview people with suspected or confirmed COVID-19 and provide appropriate isolation/quarantine guidance.
- Engage with cases and contacts to establish positive rapport by using a variety of interviewing techniques.
- Determine a person’s close contacts during their infectious period.
- Notify close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols.
- Address questions and concerns while employing de-escalation skills and motivational interviewing as needed.
- Find creative solutions to locate or engage with cases and contacts who may be difficult to reach or reluctant to engage in conversation.
- Solve problems as they arise related to isolation/quarantine, specialized patient care, and wraparound service needs.
- Strong verbal and written communication skills.

Administrative Support

- Professionally handle sensitive information.
- Support activities among various teams.
- Compile and manage high volumes of information with attention to detail.
- Comfortable using a variety of software applications to perform essential administrative job functions.
- Identify opportunities for improved efficiency, streamlining, and quality control.
- Willing to take direction and carry out assigned tasks in a timely manner in alignment with output requirements.
- Strong verbal and written communication skills.

Non-Clinical Care Coordinator:

- Provide administrative support to the care coordination team as needed.
- Understanding of care coordinator processes and functions.
- HIPAA certification and understanding of applicable laws linked to managing patient care.
- Strong verbal and written communication skills.

Lab Coordinator:

- Coordinate specimen collection, documentation, transportation, and tracking.
- Strong time-management skills to ensure specimens are submitted for analysis and results are communicated per regulatory parameters.
- Valid Washington Driver’s License required.

Work Environment

The Investigation Team is within the Operations Section, Public Health Branch of the Department’s Incident Command System (ICS). ICS is a standardized approach to the command, control, and coordination of emergency response.

Office environment will provide:

- Health screenings.
- Social distancing.
Original Contract for Services, # 2020-00000183

- Cleaning and disinfection.
- Face coverings.

We will provide a workspace with phone and office supplies. Remote work is not currently available for these positions.

Basic computer skills are required, as much of the work involves data entry and collaboration and communication with team members in Office 365.

Contractor Requirements

Selected Contractor(s) will be required to provide:

1. Paid sick leave earned within the city limits of Tacoma to temporary staff.

2. Provide optional benefit package to the temporary staff that includes medical, dental and vision insurance.

3. Prior to temporary staff’s initial placement at the Department, provide background checks as follows:

   a) If living in Washington State last two years; Washington State Vulnerable Adult/Child background investigation.

   b) If living in Washington State less than two years and another state; Complete an Out of State Criminal History including Felony and Misdemeanor in all counties lived in addition to a Washington State Vulnerable Adult/Child background investigation.
ADDENDUM B: HEALTH DEPARTMENT REIMBURSEMENT

This Addendum applies to Contract #2020-00000183 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: Federal Categorical

   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 $3,600,000.

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.

Express Employment Professionals
PO Box 844277
Los Angeles, CA 90084
ADDENDUM C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective as of August 6, 2020, by and between the Tacoma-Pierce County Health Department ("Department" or "Covered Entity") and Express Employment Professionals ("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 "E PHI" 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.


(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.
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.

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, if it 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 which 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 preempted 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

By: ________________________________
Name: Brian Moore
Title: Privacy Officer
Office Phone: (253) 798-6021

BUSINESS ASSOCIATE
Express Employment Professionals

By: ________________________________
Printed Name:______________________
Title:______________________________
Contract Renewal/Amendment Request

NOTE: This form should be used for requesting the renewal or amendment to an existing contract. If this is a new service request, or if there is a significant change to scope or cost of an existing contract, users should utilize the Contract Service Request Form.

As always, users should reference the current Department Contract Management and Delegation of Authority Policies.

- Amendment to existing contract
- Renewal of existing contract

Looking at your current contract, how many additional one-year terms are left? Choose an item.

1. Initiator Information

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Express Healthcare Professionals</td>
<td>For Contract Renewals:</td>
</tr>
<tr>
<td>(Name CSR file with this title, this title will also be used in New World financial system)</td>
<td>Contract amount: $</td>
</tr>
<tr>
<td>Contract Renewal Only – Documents needed:</td>
<td>For Contract Renewals:</td>
</tr>
<tr>
<td>☐ W-9 (new one every year) ☐ DUNS ☐ Debarment</td>
<td>Please attach scope of work below.</td>
</tr>
<tr>
<td>Division/Program Code and Name: 444 Public Health Emergencies</td>
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</tr>
<tr>
<td>Initiator Name: Carol Korst</td>
<td></td>
</tr>
<tr>
<td>Program Supervisor (if different than initiator): Colleen Kilduff</td>
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<tr>
<td>Initiator Phone Number: 253.798.3783</td>
<td>Initiator Email: <a href="mailto:ckorst@tpchd.org">ckorst@tpchd.org</a></td>
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<tr>
<td>Signing Authority: Colleen Kilduff</td>
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### Amendments

For Contract Amendments:
- Amendment amount: $250,000. Original contract amount: $45,000. Calculate the difference $205,000.

For Contract Amendments:
- Is the scope identical to previous? ☒ Yes ☐ No
- If scope is not identical, itemize scope deletions/additions/changes:

For Contract Renewals:
- Is the unit price/cost of service identical to previous? (e.g., hourly rate) ☐ Yes ☒ No ☐ N/A
- If no, what is the change? Provide nursing staff for the COVID-19 incident.

Justification for Renewal or Amendment: The Department needs to have registered nursing staff to help with the Coronavirus response.

If a renewal is single source funding, complete the following: (if multiple funding sources, itemize below)

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Funding Source Type</th>
<th>CFDA #</th>
<th>Expense Account</th>
<th>Project ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td></td>
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</table>

If using federal funds, provide name of pass-through agency:

Proposed Renewal Date: Click here to enter a date. End date: Click here to enter a date.

2. Management Analyst Review

<table>
<thead>
<tr>
<th>MA Name:</th>
<th>Date: Click here to enter a date.</th>
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<tbody>
<tr>
<td>☐ Is there a cost/price variance which would change Program Signing Authority?</td>
<td></td>
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<tr>
<td>☐ Is there a cost price/variance which would require additional bidding/RFP?</td>
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</tbody>
</table>
Is there a cost/price variance which would entail review by TGB or BOH?

Does renewed or amended scope vary so significantly that existing contract language is no longer viable?

If one or more of the above is checked, a New Contract Service Request is required.

**Next Steps**

1. [ ] Initiate confirms vendor contact and remittance info is current. If change note in vendor info, below.
2. [ ] Initiate routes to Management Analyst
3. [ ] Management Analyst routes to Central Contracting  
   Date: Click here to enter a date.
4. [ ] Central Contracting assembles revised/renewed contract.
5. [ ] BOH approval (if needed)
6. [ ] Central Contracting routes to program signing authority (If>$24.9k BSS Mgr signature for financial purposes)
7. [ ] Central Contracting files and creates/adjusts alteration and requisition in New World.
8. [ ] Suspension and debarment search for contracts paid with any federal funds. Provide printout or screenshot of search results. MA Name:  
   DATE: Click here to enter a date.

**Vendor Info**

Name: Express Healthcare Professionals  
Contact Name: Kayla Rawie  
Contact Phone Number: 253-236-5252  
Vendor Contract Signer: Kayla Rawie  
Address Line 1: 841 Central Ave. N, Suite C200  
Address Line 2:  
City: Kent  
State: WA  
Postal Code: 98032  
Phone: 253-236-5252  
Fax:  
Email: kayla.rawie@expresspros.com

**Remittance Address**

☐ Same as Business Address

Contact:

Address Line 1:
Address Line 2:
City:
State:
Postal Code:
Phone:
Fax:
Email:

**Tax Information**

Federal Tax ID#: 84-0909680  
W-9

**Contract Cost Allocation Information** (add and copy row if additional sources)

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<th>Cost Center</th>
<th>Funding Source Type</th>
<th>Expense Account</th>
<th>CFDA #</th>
<th>Project ID</th>
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If using federal funds, provide name of pass-through agency:

**Source of Revenue** (How much of the Contract Comes From Each Source)

<table>
<thead>
<tr>
<th>Lic, Fees &amp; Permits: $</th>
<th>Fed Cat: $</th>
<th>State Cat: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private &amp; Local Grants: $</td>
<td>Flex Rev: $</td>
<td>Support Svcs/Div Mgmt: $</td>
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<tr>
<td>Total Contract $ Amount: $</td>
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<tr>
<td><strong>Scope of Work</strong></td>
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<tr>
<td>If pasting scope of work, ensure it addresses: service to be provided, necessary qualifications, desired deliverables and outcomes, when and where the service will be provided. Paste in the area below (space will expand).</td>
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<tr>
<td>During the specified contract term, the Contractor shall provide services as described below:</td>
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<tr>
<td>Option A: Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department. The Contractor's mark up for this service is 65%.</td>
<td></td>
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<tr>
<td>Option B: Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be sent to the Contractor to complete background check and required paperwork. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department. The Department will send the Contractor information regarding requested staff, position, rate of pay, start date, place to report, and Supervisor. The Contractor's mark up for this service is 55%.</td>
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<tr>
<td>Nurses will make a minimum of $32/hour.</td>
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</table>
**Health in All Policies**

*Health Lens Analysis Tool*

---

**Name of Proposed Policy or Decision**

This is a new contract for Emergency Response Staffing for Express Employment Professionals for $3,600,000.

---

**Health Lens Analysis Questions**

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

The ability to use outside staffing agency to provide temporary workers to assist with COVID-19 case and contact investigations. We are establishing a pipeline of trained personnel to effectively manage workflow, and ensure we are adequately prepared for unexpected surges. This contract is for staffing that does not require medical licenses.

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

*Positively affected:* This will affect our community with an efficient and effective response to the COVID-19 pandemic. Our data shows that Asian and Pacific Islanders, Latinx, Black/African American and Native Americans are disproportionately affected by COVID-19 cases. Express Employment Professionals has committed to increasing outreach in these communities.

*Negatively affected:* None

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:* Human Resources Manager, Director of Health, Deputy Director of Health, Management Team and the Investigation Team.

*Have not consulted with:* The community.

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

This will allow the Department to bring on additional investigation staff rapidly to ensure we are able to provide efficient service to the community.

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

Working towards keeping the community healthy and safe is critical in our role to protect the people and places of Pierce County.

Our workers buy groceries, goods and services in our local community, thus positively contributing to the economic
Health in All Policies

Health Lens Analysis Tool

conditions of Pierce County.

<table>
<thead>
<tr>
<th>6. How would this proposal improve or impair the environmental conditions of the community?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our community will have trained staff available to advise, consult and recognize symptoms of coronavirus and know what to do if they have a confirmed or suspected case of coronavirus. This will improve access to care.</td>
</tr>
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</table>

<table>
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<tr>
<th>7. What are some possible unintended negative health effects of this proposal?</th>
</tr>
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<tbody>
<tr>
<td>None</td>
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</table>

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<tr>
<th>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?</th>
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</table>

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<tr>
<th>9. What actions will be taken to strengthen this proposal’s support of health in Pierce County?</th>
</tr>
</thead>
</table>

| No change (please explain:) | |
| Remove the following from the proposal: | |
| Amend the following in the proposal: | |
| Add the following to the proposal: | |
Name of Proposed Policy or Decision

Increase the contract for Express Healthcare Professionals from $45,000 to $350,000.

Health Lens Analysis Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>What is this proposal trying to accomplish?</strong></td>
<td>The ability to hire nurses to assist with the COVID-19 response. This may include bringing back registered nurses that are recent retirees, nurses that have completed their internships, previous employees and known community partners to assist with the COVID-19 response.</td>
</tr>
<tr>
<td>2. <strong>Which groups of people will be most affected by this proposal?</strong></td>
<td><strong>Positively affected:</strong> This will affect our community with an efficient and effective response to the COVID-19 pandemic.</td>
</tr>
<tr>
<td></td>
<td><strong>Negatively affected:</strong> None</td>
</tr>
<tr>
<td>3. <strong>Which groups of people who may be affected have you consulted when developing the proposal?</strong></td>
<td><strong>Consulted with:</strong> Human Resources Manager, Director of Health, Deputy Director of Health, Management Team and the Investigation Team.</td>
</tr>
<tr>
<td></td>
<td><strong>Have not consulted with:</strong> The community</td>
</tr>
<tr>
<td>4. <strong>How would this proposal improve or impair the social conditions of the community?</strong></td>
<td>This will allow the Department to bring on additional nurses rapidly to ensure we are able to provide efficient service to the community.</td>
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<td>5. <strong>How would this proposal improve or impair the economic conditions of the community?</strong></td>
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Working towards keeping the community healthy and safe is critical in our role to protect the people and places of Pierce County.

Our workers buy groceries, goods and services in our local community, thus positively contributing to the economic conditions of Pierce County.

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

Our community will have trained nurses available to advise, consult and recognize symptoms of coronavirus and know what to do if they have a confirmed or suspected case of coronavirus. This will improve access to care.

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

None

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?**

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

<table>
<thead>
<tr>
<th>No change (please explain:)</th>
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<tr>
<td>Remove the following from the proposal:</td>
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<td>Amend the following in the proposal:</td>
</tr>
<tr>
<td>Add the following to the proposal:</td>
</tr>
</tbody>
</table>
AMENDMENT NO 1 
TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT amends Contract For Services # 2020-00000085 between the Tacoma-Pierce County Health Department, hereinafter referred to as DEPARTMENT, and EMS, LLC, a Delaware limited liability company dba Express Healthcare Professionals, hereinafter referred to as CONTRACTOR, entered into on January 1, 2020.

WHEREAS, the parties to the Contract for Services are desirous of amending said Contract,

NOW, THEREFORE, it is mutually agreed by the parties that said Contract be amended as follows, and this Amendment shall be called #2020-00000085A1.

1. Paragraph III: PAYMENT: The DEPARTMENT shall pay an additional sum of $305,000 for an amended maximum Contract sum of $350,000, for all services provided by the CONTRACTOR as set forth in Addendum A, Scope of Work, of the Contract.

2. Addendum A: CONTRACTOR SERVICES (Scope of Work): The services provided by the CONTRACTOR shall be amended to include the services described as below:

   During the specified contract term, the Contractor shall provide services as described below:

   Option A: Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Department. The Contractor's mark up for this service is 65%.

   Option B: Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be sent to the Contractor to complete background check and required paperwork. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Department. The Department will send the Contractor information regarding requested staff, position, rate of pay, start date, place to report, and Supervisor. The Contractor's mark up for this service is 55%.

   Nurses will make a minimum of $32/hour.

3. Addendum B: HEALTH DEPARTMENT REIMBURSEMENT:

   A. CONSIDERATIONS

      5) The source of funding for this Contract shall be amended to read: Various

   B. MAXIMUM REIMBURSEMENT shall be amended to read:

      During the Contract period, the DEPARTMENT agrees to reimburse the CONTRACTOR for services identified in Addendum A. Maximum Contract consideration shall not exceed $350,000.

All other previously existing terms and conditions of this Contract shall remain the same and shall be in continuous full force and effect. In the case of conflict between this Amendment and the above identified original Contract, the terms of this Amendment shall prevail.
Date of Signature

Authorized Contractor Signature

Kayla Rawie

Printed Name of Authorized Signature
Express Services dba Express Employment Professionals
841 Central Ave N, Suite C200
Kent, WA 98032

Date of Signature

Authorized Department Signature

Colleen Kilduff

Printed Name of Department Signature
Tacoma-Pierce County Health Department
3629 South D Street
Tacoma, WA 98418

Date of Signature

Authorized Department Signature
(Over $25,000)

Christopher Schuler, Business Manager

Printed Name of Department Signature
CONTRACT FOR SERVICES

This Contract for Services, #2020-00000184, is hereby made by and between the Tacoma-Pierce County Health Department ("Department"), and BizTek People, Inc ("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.

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Page</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>10</td>
<td>Contractor Services</td>
</tr>
<tr>
<td>B</td>
<td>14</td>
<td>Reimbursement</td>
</tr>
<tr>
<td>C</td>
<td>16</td>
<td>Business Associate Agreement</td>
</tr>
</tbody>
</table>

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 **August 6, 2020** and end **December 31, 2020**, 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 four (4) additional one-year terms, based upon available funding and satisfactory performance.

III. PAYMENT

The DEPARTMENT shall pay the maximum sum of **$2,500,000** 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) 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](http://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

BizTek People, Inc

Contract Terms & Conditions (Rev 10/1/2017 BLG/kew)
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:

Sadhana Bharadwaj  
BizTek People, Inc  
PO Box 6324  
Portland, OR 97228  
Phone: (503) 887-0165

The Liaison for Contractor shall be:

Sadhana Bharadwaj  
Email: sadhana@biztekpeople.com

On behalf of Department:

Christopher Schuler, Business Manager  
3629 South D Street, MS1004  
Tacoma, WA 98418-6813  
Phone: (253) 798-4789  
Fax: (253) 798-6019

The Liaison for Department shall be:

Colleen Kilduff  
Phone: (253) 798-3783

Authorized Contractor Signature  
Sadhana Bharadwaj

Printed Name of Authorized Signature

Authorized Department Signature  
Christopher Schuler

Printed Name of Department Signature

__________  
Date of Signature  
Date of Signature

$2,500,000  
Dollar Amount for this Contract

Authorized Department Signature  
(for Contracts Over $25,000)  
Christopher Schuler, Business Manager

Printed Name of Department Signature

__________
ADDENDUM A: CONTRACTOR SERVICES (Scope of Work)

This Addendum applies to Contract #2020-00000184 between Department and Contractor. During the specified Contract term, Contractor shall provide the Services described below:

Contractor will provide the following:

Option A
1. Option A – Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Mark-up rate is 35%.

Option B
1. Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be referred to the Contractor to complete background check and required paperwork. Mark-up rate is 29.5%.

Case and Contact Investigators
Pay Rate: $27.68 Option A – Bill Rate: $37.49 Option B – Bill Rate: $35.85

Facilities Case and Contact Investigators
Pay Rate: $32.00 Option A – Bill Rate: $43.20 Option B – Bill Rate: $41.44

Administrative Support
Pay Rate: $27.68 Option A - Bill Rate: $37.49 Option B – Bill Rate: $35.85

Clinical Care Coordinator
Pay Rate: $32 Option A - Bill Rate: $43.20 Option B – Bill Rate: $41.44

Non-Clinical Care Coordinator
Pay Rate: $27.68 Option A - Bill Rate: $37.49 Option B – Bill Rate: $35.85

Lab Coordinator
Pay Rate: $32.00 Option A - Bill Rate: $43.20 Option B – Bill Rate: $41.44

Licensed Practical Nurses Pay range $22.00 - $32.00/hourly
Registered Nurses – Pay range $32.00 - $40.00/hourly

The Contractor will provide background checks as follows:
1. If living in Washington State the last two years – Washington State Vulnerable Adult/Child background investigation.
2. If living in Washington State less than two years and another state; Complete an Out of State Criminal History including Felony and Misdemeanor in all counties lived in, in addition to a Washington State Vulnerable Adult/Child background investigation. There is no additional charge for this service.

The Contractor will provide current driver's abstracts for all positions that will require driving. There is no additional charge for this service.

Temporary staff that incur travel/mileage expenses on behalf of the Department, will be reimbursed from the Contractor. Contractor will invoice the Department dollar for dollar for such expenses.

Testing will be completed on a requested basis. There is no additional charge to the Department for this service.

The Contractor agrees to provide EEO data to the Department on a monthly basis. This data will not specify temporary staff names or other identifiable information.
Temporary Staffing Needs

1. Temporary employees must be willing to work collaboratively and flexibly. They must show professionalism and value serving diverse groups of people as we work towards community healing from the COVID-19 pandemic.

2. Some positions may require a clinical license or certificate or specialized skills.

3. Payrates will still be determined, however, all positions will make a minimum of $27.68 an hour. The Department will set the payrate.

4. We have outlined the positions below for the immediate need; however, other emergency positions may be added to this contract.

Case and Contact Investigators

- Interview people with suspected or confirmed COVID-19 and provide appropriate isolation/quarantine guidance.
- Engage with cases and contacts to establish positive rapport by using a variety of interviewing techniques.
- Determine a person’s close contacts during their infectious period.
- Notify close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols.
- Address questions and concerns while employing de-escalation skills and motivational interviewing as needed.
- Find creative solutions to locate or engage with cases and contacts who may be difficult to reach or reluctant to engage in conversation.
- Solve problems as they arise related to isolation/quarantine, specialized patient care, and wraparound service needs.
- Strong verbal and written communication skills.

Administrative Support

- Professionally handle sensitive information.
- Support activities among various teams.
- Compile and manage high volumes of information with attention to detail.
- Comfortable using a variety of software applications to perform essential administrative job functions.
- Identify opportunities for improved efficiency, streamlining, and quality control.
- Willing to take direction and carry out assigned tasks in a timely manner in alignment with output requirements.
- Strong verbal and written communication skills.

Non-Clinical Care Coordinator:

- Provide administrative support to the care coordination team as needed.
- Understanding of care coordinator processes and functions.
- HIPAA certification and understanding of applicable laws linked to managing patient care.
Lab Coordinator:

- Coordinate specimen collection, documentation, transportation, and tracking.
- Strong time-management skills to ensure specimens are submitted for analysis and results are communicated per regulatory parameters.
- **Valid Washington Driver's License required.**

Facilities Case and Contact Investigators:

- Knowledge of health and confidentiality laws, sanitations standards, the causes of disease, transmission methods, and infection prevention.
- Ability to navigate complex case investigation and contact tracing within healthcare facilities (e.g., hospitals, acute care centers), critical infrastructure settings (processing facilities, grocery stores), and other congregate living or workplace settings (e.g., long-term care facilities, correctional facilities).
- Establish a rapport with facility staff and affected contacts to gather appropriate information and tailor education to the facility.
- Gather, preserve and present findings consistent with state and **Department** standards.
- Exercise mature judgment and determine appropriate levels of communication while maintaining individual, circumstantial, and cultural humility.
- Provide specimen collection and testing demonstrations to staff and clients, as applicable.
- **Medical license or certificate required.**

Clinical Care Coordinator:

- Provide contacts with approved information on state and local isolation/quarantine procedures and refer to testing if needed.
- Cultivate and support care with timely communication, inquiry, follow-up, and integration of information.
- Liaise with healthcare systems, as needed.
- Confidential and proficient use of specific databases and software applications to ensure compliance with recordkeeping, reporting, and individual record management.
- Acknowledges individual’s medical rights on confidentiality issues, maintains confidentiality and follows HIPAA guidelines and regulations.
- Demonstrates professional, appropriate, effective, and tactful communication skills, including written, verbal, and nonverbal.
- **Medical license or certificate required.**

Work Environment

The Investigation Team is within the Operations Section, Public Health Branch of the **Department's** Incident Command System (ICS). ICS is a standardized approach to the command, control, and coordination of emergency response.

Office environment will provide:

- Health screenings.
- Social distancing.
- Cleaning and disinfection.
- Face coverings.
Department will provide a workspace with phone and office supplies. Remote work is not currently available for these positions.

Basic computer skills are required, as much of the work involves data entry and collaboration and communication with team members in Office 365.

Contractor Requirements

Contractor will be required to provide:

1. Paid sick leave earned within the city limits of Tacoma to temporary staff.
2. Provide optional benefit package to the temporary staff that includes medical, dental and vision insurance.
3. Prior to temporary staff’s initial placement at the Department, provide background checks as follows:
   a) If living in Washington State last two years; Washington State Vulnerable Adult/Child background investigation.
   b) If living in Washington State less than two years and another state; Complete an Out of State Criminal History including Felony and Misdemeanor in all counties lived in addition to a Washington State Vulnerable Adult/Child background investigation.
ADDENDUM B: HEALTH DEPARTMENT REIMBURSEMENT

This Addendum applies to Contract #2020-00000184 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: Federal Categorical

If Federal dollars, CFDA # is: 21.019

B. MAXIMUM REIMBURSEMENT

During the Contract Term, Department agrees to reimburse Contractor for program services identified in Addendum A. Maximum consideration shall not exceed $2,500,000.

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.

    BizTek People, Inc  
    PO Box 6324  
    Portland, OR 97228
ADDENDUM C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective as of August 6, 2020, by and between the Tacoma-Pierce County Health Department ("Department" or "Covered Entity") and BizTek People, Inc ("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 "E PHI" 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.


(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, if it 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 which 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 preempted 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.

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**COVERED ENTITY**  
Tacoma-Pierce County Health Department  
By: ____________________________

**BUSINESS ASSOCIATE**  
BizTek People, Inc  
By: ____________________________

Name: Brian Moore  
Printed Name: ____________________________

Title: Privacy Officer  
Title: ____________________________

Office Phone: (253) 798-6021
**Name of Proposed Policy or Decision**

This is a new contract for Emergency Response Staffing for BizTek People, Inc. for $2,500,000.

**Health Lens Analysis Questions**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>1. What is this proposal trying to accomplish?</td>
<td>The ability to use outside staffing agency to provide temporary workers to assist with COVID-19 case and contact investigations. We are establishing a pipeline of trained personnel to effectively manage workflow, and ensure we are adequately prepared for unexpected surges. This contract will cover all positions, including positions requiring medical licenses.</td>
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</table>
| 2. Which groups of people will be most affected by this proposal?                                                                         | **Positively affected:** This will affect our community with an efficient and effective response to the COVID-19 pandemic. Our data shows that Asian and Pacific Islanders, Latinx, Black/African American and Native Americans are disproportionately affected by COVID-19 cases. BizTek People, Inc. has committed to increasing outreach in these communities.  
**Negatively affected:** None                                                                                                              |
| 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:** Human Resources Manager, Director of Health, Deputy Director of Health, Management Team and the Investigation Team.  
**Have not consulted with:** The community.                                                                                               |
| 4. How would this proposal improve or impair the social conditions of the community?                                                     | This will allow the Department to bring on additional investigation, Clinical Care Coordinators, Nurses and Facilities staff rapidly to ensure we are able to provide efficient service to the community. |
| 5. How would this proposal improve or impair the economic conditions of the community?                                                   |                                                                                                                                                                                                         |
Working towards keeping the community healthy and safe is critical in our role to protect the people and places of Pierce County.

Our workers buy groceries, goods and services in our local community, thus positively contributing to the economic conditions of Pierce County.

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

Our community will have trained staff available to advise, consult and recognize symptoms of coronavirus and know what to do if they have a confirmed or suspected case of coronavirus. This will improve access to care.

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

None

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?

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

<table>
<thead>
<tr>
<th>No change (please explain:)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove the following from the proposal:</td>
<td></td>
</tr>
<tr>
<td>Amend the following in the proposal:</td>
<td></td>
</tr>
<tr>
<td>Add the following to the proposal:</td>
<td></td>
</tr>
</tbody>
</table>
### New Contract Service Request

Users should reference current [Procurement](#) and [Delegation of Authority](#) Policies.

<table>
<thead>
<tr>
<th>1. All CONTRACT REQUESTS MUST SUPPLY INFORMATION IN THIS SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title:</strong> BizTek People, Inc. – Covid-19</td>
</tr>
<tr>
<td><em>(Name CSR file with this title, this title will also be used in New World financial system)</em></td>
</tr>
<tr>
<td><strong>Documents Needed:</strong> ☒ W-9 (new one every year) ☐ DUNS ☐ Debarment</td>
</tr>
<tr>
<td><strong>Division/Program Code and Name:</strong> 112 Human Resources</td>
</tr>
<tr>
<td><strong>Initiator Name:</strong> Carolyn Korst</td>
</tr>
<tr>
<td><strong>Initiator Phone Number:</strong> 253.798.3783</td>
</tr>
<tr>
<td><strong>Program Supervisor:</strong> Colleen Kilduff</td>
</tr>
<tr>
<td><strong>Initiator email:</strong> <a href="mailto:ckorst@tpchd.org">ckorst@tpchd.org</a></td>
</tr>
<tr>
<td><strong>Signing Authority:</strong> (who in the division is authorized to sign for the Program at anticipated cost?): Christopher Schuler</td>
</tr>
<tr>
<td><strong>If contract funded by single source, note here. If multiple funding sources, itemize below.</strong></td>
</tr>
</tbody>
</table>

#### Cost Center Funding Source Type CFDA # Expense Account Project ID
Choose an item.

If using federal funds, provide name of pass-through agency:

**Maximum budget $ allocation:** $2,500,000. *(NOT to be made known to bidder; final contract amount may be less)*

**Proposed start date:** 8/6/2020    **Proposed end date:** 12/31/2020

### 2. Technology Review

Is this requested contracted service related to purchase of any technology or technology service?
- **Yes** ☒
- **No** ☐

If yes, complete [Technology Checklist](#), below. If no, go to 3.

### 3. Communications Review

Is the project related to a creative service or communication activity, such as printed material, video, website, advertising (radio, TV, print, bus boards, billboards) or PSA? If yes, complete [Communications Checklist](#), below. If no, go to 4.

- **Yes** ☐
- **No** ☒

### 4. MA Review

Initiator, with MA counsel, finalizes scope, compares against budget, & completes EE/Contractor Relationship & FLSA/RCW Review.

**MA Name:** Chris Barbion    **Date:** 7/15/2020

### 5. IF: $0 - $10k 0 bids required (No renewals)

| THEN: No competitive bids to be done. Complete [selected vendor info](#) below. |

### 6. IF: $10,001 - $25k 3 informal bids required (2 renewals)

| THEN: Program to obtain at least 3 bids? Complete [bid information](#) below. |
| **Procurement Office to obtain bids?** *(Expect 7-15 business days)* |
| **Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete [selected vendor info](#).** |

### 7. IF: $25,001 - $50k Informal bidding required (2 renewals)

| THEN: Informal bidding performed by Procurement Office. *(Expect 7-15 business days)* |
| **Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete [selected vendor info](#).** |

### 8. IF: $50,000 or more. Formal RFP required (4 renewals)

| THEN: RFP must be performed by Procurement Office. *(expect up to 45 business days to complete RFP cycle)* |
| **Sole Source (attach/paste sole source ad & expect 10 business days timeline). Complete [selected vendor info](#).** |

**NOTE: if expense is expected to be more than $50k, BOH approval is required.**

BOH Action Request Form, all info above, contractor info, draft contract language, and time on the BOH agenda will be necessary.
If BOH Approval is Needed have you completed and attached the Health Lens Analysis Tool?

☑ Yes ☐ No

Next Steps:

7. ☐ Send to Procurement Office for tracking and routing. DATE: 7/15/2020

Contract Tracking Number:

8. ☐ Procurement Office completes formal or informal solicitation if needed and routes to initiator. DATE: Click here to enter a date.

9. ☐ Initiator determines & documents vendor selection (if greater than $24.9k, obtain Division Dir/Mgr approval)

10. ☐ Initiator and MA complete Ethics Policy Review. DATE: Click here to enter a date.

11. ☐ Notify vendor of selection (by email by Program if informal; in writing by Purchasing if formal RFP) using standard verbiage.

12. ☐ Initiator routes to Procurement Office. DATE: Click here to enter a date.

13. ☐ Procurement Office assembles contract.

14. ☐ Board of Health approval (if needed)

15. ☐ Procurement Office routes to contractor for signature.

16. ☐ Procurement Office routes to program signing authority for signature (if greater than $24.9k obtain BSS Mgr signature).

17. ☐ Procurement Office files and completes requisition in New World.

18. ☐ Suspension and debarment search for contracts paid with any federal funds. Provide printout or screenshot of search results. MA Name: DATE: Click here to enter a date.

Contract Cost Allocation Information (add and copy row if additional sources) Return to top

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Funding Source Type</th>
<th>Expense Account</th>
<th>CFDA #</th>
<th>Project ID</th>
<th>$ Amount for Req</th>
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</table>

If using federal funds, provide name of pass-through agency:

Source of Revenue (How much of the Contract Comes From Each Source)

<table>
<thead>
<tr>
<th>Lic, Permits &amp; Fees: $</th>
<th>Fed Cat:</th>
<th>State Cat:</th>
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<tbody>
<tr>
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<tr>
<td>Private &amp; Local Grants: $</td>
<td>Flex Rev:</td>
<td>Support Svcs/Div Mgmt: $</td>
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</tbody>
</table>

Total Contract $ Amount:

Selected Vendor Information

Business/Organization Name: BizTek People, Inc.
Contact Name: Sadhana Bharadwaj
Vendor Contract Signing Authority: Sadhana Bharadwaj
Contact Phone Number: 503.887.0165
Business Address Line 1: 506 SW 6th Ave. Ste 1000
Business Address Line 2:
City: Portland
State: OR
Postal Code: 97204
Phone: 503.887.0165
Fax: None
Email: sadhana@biztekpeople.com

Remittance Address
☐ Same as Business Address
Contact Name: Sadhana Bharadwaj
Remittance Address Line 1: P.O. Box 3833
Remittance Address Line 2:
City: Portland
State: OR
Postal Code: 97208
Phone: 503.887.0165
Fax: None
Email: sadhana@biztekpeople.com

Tax Information
Federal Tax ID#: 27-1636979 W-9 Form Requested
DUNS #: 962054255 Link to DUNS# lookup
Justification (brief statement as to why this vendor was selected over competition):
Pricing, qualifications, diversity, ability to staff medical and administrative positions, understanding of Department related issues, and excellent references.

Code of Ethics Policy Review

Review the contract relationship per the Department Ethics Policy. Use these questions as a guideline.

- Are there any possible legal constraints to contracting?
- Is contractor a current TPCHD employee?
- Is contractor a former TPCHD employee? If so, indicate last date of employment:
- Is there any potential conflict of interest?
- Is contractor a relative or close personal friend (of TPCHD contract decision maker)?
- Is there any appearance of impropriety or ethical issues that may arise as the result of this contract?

Based on this review, does MA have any concerns that this may not be appropriate for contracting? **IF YES, CONFER WITH DIVISION MGMT & HR DEPT.**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

HR Contact: __________________________ Date: __________________________
HR Comments:

Can contract selection move forward if initiator recuses him/herself? **YES** **NO** **N/A**

If yes, who will make final selection? **YES** **NO** **N/A**

**SCOPE OF WORK**

A complete scope of work should address at a minimum:

Services to be provided, necessary qualifications, expected deliverables/outcomes, when and where the service will be provided. Write scope here (or if lengthy/complex paste scope in designated space below):

**Option A**
Contractor will provide temporary staffing services to include recruiting, screening, and referring temporary staff. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department.

The mark up will be 35% for Option A.

**Option B**
Contractor will provide temporary staffing services to include referring temporary staff. The Department will recruit, screen, and select staff; selected staff will be sent to the Contractor to complete background check and required paperwork. Temporary staff are employees of the Contractor and will be paid by the Contractor. Pay rates will be determined by the Health Department.

The mark up will be 30% for Option B.

**Temporary Staffing Needs**

1. Temporary employees must be willing to work collaboratively and flexibly. They must show professionalism and value serving diverse groups of people as we work towards community healing from the COVID-19 pandemic.

2. Some positions may require a clinical license or certificate or specialized skills.

3. Payrates will still be determined, however, all positions will make a minimum of $27.68 an hour. The Department will set the payrate.

4. We have outlined the positions below for the immediate need; however, other emergency positions may be added to this contract.

**Case and Contact Investigators**

- Interview people with suspected or confirmed COVID-19 and provide appropriate isolation/quarantine guidance.
- Engage with cases and contacts to establish positive rapport by using a variety of interviewing techniques.
- Determine a person’s close contacts during their infectious period.
- Notify close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols.
- Address questions and concerns while employing de-escalation skills and motivational interviewing as needed.
- Find creative solutions to locate or engage with cases and contacts who may be difficult to reach or reluctant to engage in conversation.
- Solve problems as they arise related to isolation/quarantine, specialized patient care, and wraparound service needs.
- Strong verbal and written communication skills.

**Administrative Support**

- Professionally handle sensitive information.
- Support activities among various teams.
- Compile and manage high volumes of information with attention to detail.
- Comfortable using a variety of software applications to perform essential administrative job functions.
- Identify opportunities for improved efficiency, streamlining, and quality control.
- Willing to take direction and carry out assigned tasks in a timely manner in alignment with output requirements.
- Strong verbal and written communication skills.

**Non-Clinical Care Coordinator:**

- Provide administrative support to the care coordination team as needed.
- Understanding of care coordinator processes and functions.
- HIPAA certification and understanding of applicable laws linked to managing patient care.
- Strong verbal and written communication skills.

**Lab Coordinator:**

- Coordinate specimen collection, documentation, transportation, and tracking.
- Strong time-management skills to ensure specimens are submitted for analysis and results are communicated per regulatory parameters.
- **Valid Washington Driver’s License required.**

**Facilities Case and Contact Investigators:**

- Knowledge of health and confidentiality laws, sanitations standards, the causes of disease, transmission methods, and infection prevention.
- Ability to navigate complex case investigation and contact tracing within healthcare facilities (e.g., hospitals, acute care centers), critical infrastructure settings (processing facilities, grocery stores), and other congregate living or workplace settings (e.g., long-term care facilities, correctional facilities).
- Establish a rapport with facility staff and affected contacts to gather appropriate information and tailor education to the facility.
- Gather, preserve and present findings consistent with state and Health Department standards.
- Exercise mature judgment and determine appropriate levels of communication while maintaining individual, circumstantial, and cultural humility.
- Provide specimen collection and testing demonstrations to staff and clients, as applicable.
- **Medical license or certificate required.**

**Clinical Care Coordinator:**

- Provide contacts with approved information on state and local isolation/quarantine procedures and refer to testing if needed.
- Cultivate and support care with timely communication, inquiry, follow-up, and integration of information.
- Liaise with healthcare systems, as needed.
- Confidential and proficient use of specific databases and software applications to ensure compliance with recordkeeping, reporting, and individual record management.
- Acknowledges individual’s medical rights on confidentiality issues, maintains confidentiality and follows HIPAA guidelines and regulations.
• Demonstrates professional, appropriate, effective, and tactful communication skills, including written, verbal, and nonverbal.
• Medical license or certificate required.

**Work Environment**

The Investigation Team is within the Operations Section, Public Health Branch of the Health Department’s Incident Command System (ICS). ICS is a standardized approach to the command, control, and coordination of emergency response.

Office environment will provide:

• Health screenings.
• Social distancing.
• Cleaning and disinfection.
• Face coverings.

We will provide a workspace with phone and office supplies. Remote work is not currently available for these positions.

Basic computer skills are required, as much of the work involves data entry and collaboration and communication with team members in Office 365.

**Contractor Requirements**

Selected Contractor(s) will be required to provide:

1. Paid sick leave earned within the city limits of Tacoma to temporary staff.
2. Provide optional benefit package to the temporary staff that includes medical, dental and vision insurance.
3. Prior to temporary staff’s initial placement at the Department, provide background checks as follows:
   a) If living in Washington State last two years; Washington State Vulnerable Adult/Child background investigation.
   b) If living in Washington State less than two years and another state; Complete an Out of State Criminal History including Felony and Misdemeanor in all counties lived in addition to a Washington State Vulnerable Adult/Child background investigation.

**Bid Collection Information and Supporting Documentation**

**Bidder 1**
Business / Organization Name:
Contact Name:
Contact Phone Number: Contact Email:
Bid Amount:
Supporting Documentation (email response, etc.)

[ ] Attached
[ ] Pasted/document in space below

Click here to enter text

**Bidder 2**
Business / Organization Name:
Contact Name:
Contact Phone Number: Contact Email:
Bid Amount:
Supporting Documentation (email response, etc.)

Click here to enter text
Bidder 3
Business/Organization Name:
Contact Name:
Contact Phone Number: Contact Email:
Bid Amount:
Supporting Documentation (email response, etc.)
☐ Attached
☐ Pasted/document ed in space below
Click here to enter text

Bidder 4
Business/Organization Name:
Contact Name:
Contact Phone Number: Contact Email:
Bid Amount:
Supporting Documentation (email response, etc.)
☐ Attached
☐ Pasted/document ed in space below
Click here to enter text

Bidder 5
Business/Organization Name:
Contact Name:
Contact Phone Number: Contact Email:
Bid Amount:
Supporting Documentation (email response, etc.)
☐ Attached
☐ Pasted/document ed in space below
Click here to enter text

Technology Review Checklist

Is this contract/service request related to the purchase of any technology greater than $24,999?
(“Technology” includes any hardware or software, or any service utilizing hardware or software, which will, now or in the foreseeable future, connect to our network in any way.)
☐ Yes
☐ No

If yes, STOP. You should not move forward with your contract service request until approved by the Technology Governance Board. (Note: the TGB meets monthly; set timeline accordingly)

TGB Approval#:

Is this requested contracted service related to Information Technology or will it require Information Technology Department support (regardless of $ amount)?
☐ Yes If yes, complete checklist below and confer with IT.
☐ No If no, you may skip the balance of this review.

Will this contracted service require any of the following?
☐ Access to our systems:
☐ Data sharing:
☐ Technical support:
☐ New/different technology hardware:
☐ New/different software:
☐ Other: Click here to enter text
Communications Review Checklist

Do you have a communications plan that encompasses this activity?

☐ Yes
☒ No
*If yes, provide link or copy.*

Which Communications Liaison (CL) reviewed this contract service request?

CL Name:
Contact Date: Click here to enter a date.
CL Comments/Recommendations: Click here to enter text

Add the following verbiage to the scope of work for ALL contracts relating to a creative service or communication activity:

The CONTRACTOR will provide all native software files and ownership of all creative design pieces to DEPARTMENT for future use and modification in accordance with the following:

a) Design work should be editable using the Adobe Creative Suite software family, version CS5 or higher.

b) Contractor will provide final artwork on a CD, thumb drive or portable storage device. Contractor agrees to provide the final artwork in its native format compatible with or translatable by Windows-based operating systems, all files created and associated with the project in their native file format compatible with or translatable by Windows-based operating systems, un-flattened (with editable layers) as well as all jpeg, tiff and eps files placed or inserted in the file work, packaged for commercial printing with all fonts and images included, and a PDF copy of any final logos. Any unmentioned files or information necessary to print or edit any portions of the work are to be included with the final package.

c) The DEPARTMENT will own and retain all rights to any and all graphics, images and artwork created under the contract.

Employee or Contractor Relationship & FLSA/RCW Review

To determine whether a contractor may appropriately be classified as an independent contractor under most applicable laws, look for a pattern in the response to the following questions. If most of the boxes are checked “Employee,” the contractor should not be treated as an independent contractor. The most crucial factor in evaluating the independent contractor status is the Employer’s right to control the individual’s work.

<table>
<thead>
<tr>
<th>IRS Classification Factor Table</th>
<th>Employee</th>
<th>Independent Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEHAVIORAL CONTROL</strong> (Right to control details and means by which contractor performs services)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructions</td>
<td>Will TPCHD have the right to give the contractor instructions about when, where, and how to do the job? (Employees are subject to this type of instruction, but generally independent contractors are not)</td>
<td>Yes ☐</td>
</tr>
<tr>
<td>Training</td>
<td>Will the contractor receive training from TPCHD? (Employees generally receive training from the employer, independent contractors typically determine their own work methods.)</td>
<td>Yes ☐</td>
</tr>
<tr>
<td><strong>FINANCIAL CONTROL</strong> (Right to direct and control economic aspects of the contractors activities)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Significant Investment</td>
<td>Will the contractor invest in facilities (such as an office or equipment) to perform proposed services? (Employees generally do not personally own or rent an office, shop or equipment.)</td>
<td>No ☐</td>
</tr>
<tr>
<td>Payment of Expenses</td>
<td>Will TPCHD pay the contractor’s business or travel expenses?</td>
<td>Yes ☐</td>
</tr>
</tbody>
</table>
(Employers pay all expenses for an employee, whereas independent contractors often absorb these expenses and are not paid directly for them.)

<table>
<thead>
<tr>
<th>Services Available</th>
<th>Will the contractor make his/her services available to other employers? That is, can someone beside TPCHD hire the contractor to perform this type of service? (If the contractor does this work for TPCHD 40 hours a week, it isn’t likely the contractor can provide similar services for other entities.)</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incremental Payment</td>
<td>Will TPCHD pay the contractor by the hour, week or month (rather than a percentage or by the job)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Risk of Profit or Loss</td>
<td>Will the contractor bear the risk of making a profit or losing money under this arrangement? (Employees are paid a salary whether or not the company is profitable. Independent contractors may suffer a loss or make a profit depending on the expenses incurred.)</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### RELATIONSHIP OF PARTIES
(Intent of parties concerning status and control of worker)

<table>
<thead>
<tr>
<th>Regular Business Activity</th>
<th>Is the work to be performed part of the regular business of TPCHD? (In most cases, such duties will be performed by an employee.)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on this review, does MA have any concerns that this may be an employee type relationship? <strong>IF YES, HUMAN RESOURCES DEPT MUST REVIEW.</strong></td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

HR Contact: Carolyn Korst  
HR Comments:  
Date: Click here to enter a date.

### FLSA/RCW REVIEW

Has this work/service been performed by any position or job classification anywhere else in the Department? **IF YES, OR IF DON’T KNOW, MUST BE REVIEWED BY HUMAN RESOURCES DEPT.**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Don’t Know</th>
</tr>
</thead>
</table>

HR Contact: Carolyn Korst  
HR Comments:  
Date: 7/15/2020

### Sole Source Advertisement

If requesting a sole source relationship for contracts greater than $10,000, a public advertisement running for 5 days is required. The sole source advertisement must be placed by the Procurement Office. The expense advertisement will be paid from initiator’s budget. Write or paste advertisement copy below. (NOTE: Ads must run for 5 business days, Wednesday to Wednesday and ads must be given to the papers the Monday prior).

Click here to enter text
Public Health Emergency Preparedness Response (PHEPR) ICS SharePoint Project

Board of Health
Aug. 5, 2020
Brien Aguilar, HPC III, PHEPR
Our work
- Our organization is high performing, innovative and quality-focused.

Goal
- Provide timely and effective communication.
- Ensure optimal facilities and technology infrastructure.

Priority
- Prepare for and respond to emergencies.
Agenda

- How an emergency response is created at the Health Department.
- Needs and improvements.
- Public Health Emergency Response SharePoint.
How we determine and manage an emergency at the Health Department

Detect an incident

- Unusual clustering of disease.
- Significant increase in food borne illness.
- Disease that causes significant harm or spreads easily.
- Credible terrorist threat.
- Significant number of calls from media or the public.

Determine level and type of response

- Levels of response: Off normal, low, medium or high.
- Type of response: Environmental, health, technology.
- Requires organization.
- Determine staffing, planning, documentation, training.
- Share all information quickly from one place.
- Put staff in ICS roles with minimal training.

Respond to incident
Identified needs and developed process

• We identified a need to create a system to produce a complete website collection within minutes of an emergency incident.

• Refined system to track and document emergencies in one place.

• Trained staff how to use the site during a response and become familiar with ICS.
Improvements for Public Health Emergency Response

• Non-public health emergency staff can start a new emergency site and can add information.

• Easier to access. Created site pages we can read on smart phones in upgraded version.

• Shared our system with DOH. They helped us by funding ways share it more broadly.

• We created a template site and operations training manuals other LHJs can use.

• Improved from what we learned through COVID-19. Created systems for resource requests and sign-ins to help with social distancing.
New, improved SharePoint site

Welcome to the ICS Site!

This is the Public Health Emergency Preparedness and Response site for Tacoma Pierce County Health Department. This site will be the main program management area for all information regarding responding to, maintaining, and recovering from public health emergencies in Pierce County.

Open Incidents

- Title: FullyFinallyGoLive
  - Site URL: https://tpchd.sharepoin...
  - Status: Open
  - Created: June 22
- Title: GoLiveFirstResponse
  - Site URL: https://tpchd.sharepoin...
  - Status: Open
  - Created: June 22
- Title: GoLiveTesting
  - Site URL: https://tpchd.sharepoin...
  - Status: Open
  - Created: June 18
- Title: ExceptPermissionAllRemove
  - Site URL: https://tpchd.sharepoin...
  - Status: Open
  - Created: June 15

Incident Links

- Closed Incidents
- All Incidents
- Create a new Incident Site

Tools and Resources

- Find your ICS Role Assignment
- Job Action Sheets
- Medication Centers
- MOUs
- Plans & Procedures
- MD Surveillance Daily Briefings
- Contacts
- Health Incident Flow Sheet
- Foundation Library
- Chain of Command
- Instruction on emailing during an incident
How we gather information about an emergency:

- Incident tracking.
- Required FEMA documents.
- Task tracking.
- Situation reports.
- Phone logs.
- Incident documents.
How we use SharePoint for Public Health Emergency Response

We track all the details in our emergency sites, (meetings, reports, agreements, etc...) and can access everything from our phones.
Agenda

- School health overview.
- School Health Reports summary.
- Guest commentary:
  Shallae Hobbs, BSN, MN, RN, NCSN
  Administrator of Health Services
  Tacoma Public Schools
- Next steps.
- Opportunities for Board of Health.
School Health and Strategic Plan Link

School health activity cited in 6 of our 10 Strategic Plan goals:

• Improve access to care.
• Promote positive behavioral health and wellbeing.
• Prevent chronic diseases.
• Ensure environment is clean and safe.
• Prevent injuries.
• Support parents and caregivers.
School health is key to healthy, resilient children and youth.

• Health and academic achievement are linked.
• Schools are key partners with the Health Department.
• We can achieve greater success by working together.
Why School Health Reports?

• Improve our work with schools.
• Promote policies that improve health.
• Identify health priorities that are important to school districts.
2019 Report Data Trends
Outcome Improvements

Health assessments now achieving the highest possible median score:
- Nutrition.
- Health equity.
- Communicable disease prevention and control.

Health assessments with most improvement since 2017:
- Nutrition.
- Physical education (PE).
2019 Report Data Trends
Outcome Improvements

Kindergarten immunization rate:
- 2016-2017 school year: 86.5%.
- 2018-2019 school year: 88.3%.

Oral Health:
- 41% decline in untreated tooth decay in Pierce County elementary students from 2010 to 2015.
- Source: Pierce County Smile Survey, 2010 and 2015.
2019 Report Data Trends
Outcome Improvements

Percent of births to teen moms:
• 2010-2018: Declined from 2.1% to 0.7%.

Pierce County 10th graders who have ever smoked a cigarette:
• 2012-2018: Declined from 28% to 18%.
• Source: Pierce County Healthy Youth Survey.

Vaping is a continuing challenge.
School Districts’ Top Health Priorities

1. Behavioral health (including mental health and suicide prevention).
2. Access to care, services and resources.
3. Vaping prevention.
School Districts’ Perceptions

School Health Reports are useful:
• 2013: 44% agreed.
• 2017: 85% agreed.

Health Department services to schools:
• 2013: 68% not satisfied.
• 2015: 66% satisfied or very satisfied.
• 2017: 85% satisfied or very satisfied.

“The last report made a significant impact on actions we have been taking.”
–Tom Seigel, Superintendent, Bethel School District, Jan. 17, 2020
Guest Commentary

Shallae Hobbs, BSN, MN, RN, NCSN
Administrator of Health Services
Tacoma Public Schools
What Schools Want from Us

• More consideration for rural, remote communities in Pierce County.
• Help increase access to services, especially for mental health treatment.
• Help increase free clinics and mobile clinics at schools or in local communities.
• Offer resources and training for staff, students, parents and families.
Next Steps

- Distribute to school districts.
- Virtual summary session with school districts.
- Share data with Health Department staff who serve schools.
- Develop specific action plans.
- Ongoing engagement with school districts.
Opportunities for Board of Health

• Use your sphere of influence to support youth throughout Pierce County.
• Align city and county policies and initiatives with school district priorities.

Questions?
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