



Gerd W. Clabaugh, MPA
Director

Kim Reynolds
Governor

Adam Gregg
Lt. Governor

28E-2020-PTT-XX

BETWEEN THE

IOWA DEPARTMENT OF PUBLIC HEALTH

AND

XXX County Local Board of Health

This Agreement is made and entered into by and between XXX County Local Board of Health, herein after called the CONTRACTOR and the Iowa Department of Public Health, hereinafter called DEPARTMENT pursuant to Iowa Code Section 28E.12.

PURPOSE: It is the mutual desire of the CONTRACTOR and the DEPARTMENT to assure the health and safety of the public by providing effective environmental health services. This agreement delegates the DEPARTMENT’S inspection and enforcement authority with respect to swimming pool and spa facilities and tattoo establishments to the CONTRACTOR.

- I. The term of this Agreement shall be July 1, 2019 to June 30, 2022.
- II. Contract Administrators

Ken Sharp, Director, Division of Acute Disease Prevention, Emergency Response, & Environmental Health is the Authorized State Official for this agreement. The Authorized State Official must approve any changes in the terms, conditions, or amounts specified in this contract. Questions regarding implementation of this contract should be referred to Carmily Stone at telephone (515)281-0921 or Carmily.Stone@idph.iowa.gov .

Name has been designated by the CONTRACTOR to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract.

Name	
Business Name	
Street Address	
City, State, Zip	
Telephone Number	
Email	

III. General Provisions

A. The DEPARTMENT agrees to:

- I. Provide technical assistance, rule interpretation and clarifications, engineering support, notice of new facility inspections, and registration, permitting, and licensing information to the CONTRACTOR on matters related to the swimming pool and spa program and the tattoo program.
- II. Provide and maintain a standard inspection form for inspection programs to be used by CONTRACTOR.
- III. Provide and maintain an annual report form to be completed by CONTRACTOR.
- IV. Develop and provide at a minimum one annual training for new and existing inspectors regarding the swimming pool, spa, and tattoo programs.
- V. Coordinate training for new inspectors.
- VI. Delegate enforcement activities to the CONTRACTOR unless:
 1. The CONTRACTOR specifically requests the DEPARTMENT'S involvement after the CONTRACTOR has completed the steps outlined in IAC 641 Chapter 15.6(2) a & b or IAC 641 Chapter 22.16(2).
 2. The CONTRACTOR actions are determined by the DEPARTMENT to be inappropriate, untimely, or inadequate.
 3. The statute or rules require enforcement action to be taken by the DEPARTMENT.

B. The CONTRACTOR agrees to:

- I. Provide the services outlined in this agreement in the following geographic area(s): XXX County(ies)
- II. Provide consultation and information to swimming pool and spa facilities and tattoo facilities & artists to eliminate or minimize potential health and safety problems.
- III. Employ adequate personnel to perform inspection services outlined in this agreement. Adequate personnel is defined by:
 1. Registered Environmental Health Specialist/Registered Sanitarian (REHS/RS) in good standing with the National Environmental Health Association, or
 2. Education consistent with the requirements of the REHS/RS, or
 3. Graduated from a recognized two year college program in an environmental health field, or
 4. Graduated from a standard four-year high school, and has a minimum of two years' work experience in one or more of the fields of environmental health.Provide documentation of meeting this requirement upon request from the DEPARTMENT.
- IV. Provide a list of employees and their contact information providing inspection services under this contract. The CONTRACTOR will notify the DEPARTMENT within 30 days of personnel changes or changes to their contact information.
- V. Ensure employees providing inspection services outlined in this agreement obtain a minimum of twelve (12) hours of continuing education per year. The continuing education must be training that has been approved for credit by the Iowa Environmental Health Association's Environmental Health Registry. The CONTRACTOR shall provide evidence of meeting this requirement upon request from the DEPARTMENT.
- VI. Verify that all inspectors review the applicable Iowa Codes, Administrative Codes, and this 28E Agreement on an annual basis.
- VII. Use an inspection form provided by the DEPARTMENT in conducting all inspections pursuant to this agreement. The CONTRACTOR may use an alternative form; however

the alternative form shall at a minimum contain the items included on the DEPARTMENT'S form. The DEPARTMENT may request to review the alternative form and may require revisions to be made.

- VIII. Ensure that inspected facilities are currently registered or permitted.
- IX. Conduct all enforcement actions prior to requesting the DEPARTMENT to carry out final action. Enforcement activities may include, but are not limited to, activities outlined in IAC 641 Chapter 15.6(2) and IAC 641 Chapter 22.16(2), requiring facilities to complete Corrective Action Plans, following up on Corrective Action Plans, special inspections, adopting local ordinances, requesting city or county attorney's assistance, testifying at enforcement hearings, preparing a timeline or communication log of activities that have occurred between the inspection agency and the facility.
- X. Submit requests for variances that the CONTRACTOR receives from the facilities to the DEPARTMENT within 15 days of its receipt. The submission shall also include the CONTRACTOR or inspector's written recommendations with the request for variance for consideration by the DEPARTMENT.
- XI. Submit an annual report on the form provided by the DEPARTMENT. Submit an annual report on the progress of the county in meeting the following:
 - 1. Comply with and enforce public health laws, rules, and regulations.
 - 2. Annually report environmental health activities to the local board of health and the public.
 - 3. Maintain a policy and procedure manual for all environmental health services provided.
- XII. Link with the local board of health for each jurisdiction where services are provided to assist the local board of health in performing its roles and responsibilities as defined in 641 IAC-77.3. The CONTRACTOR shall provide a report to each local board of health in each county outlined in III. B. 1 at least annually.
- XIII. Maintain accurate, current, and complete records of all activities related to this agreement for a period of five years.
- XIV. **Allow the DEPARTMENT to monitor CONTRACTOR's performance through site visits, reports, or other means deemed necessary by the Department. The Contractor agrees that the Department may conduct site visits to review contract compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The Contractor agrees to ensure the cooperation of the Contractor's employees, agents, and board members in such efforts and provide all requested information to the Department in the manner determined by the Department. Following each site visit or review of requested information, the Department may submit a written report to the Contractor which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested. The Corrective Action Plan shall be submitted to the Department for approval within the timelines outlined in the written report. The Contractor agrees to implement the plan after it is approved by the Department. Failure to do so may result in suspension or termination of the contract**
- XV. Comply with the confidentiality requirements provided by the DEPARTMENT and contained within Iowa Code Chapter 22, 139A, 141A, and other relevant provisions of state law.

IV. For the Swimming Pool and Spa Program

- A. The DEPARTMENT agrees to:

- I. Register swimming pools and spas pursuant to Iowa Code Chapter 135I and 641 IAC Chapter 15, maintain a registration database, and distribute to the CONTRACTOR information on currently registered swimming pools, water slides, and spas.
 - II. Conduct plan review and perform on-site inspections of new construction or substantial reconstruction. The DEPARTMENT will attempt to notify the CONTRACTOR when on-site inspections are conducted in an attempt to include the local agency on the inspection.
 - III. Provide facility status updates to local inspectors.
- B. The CONTRACTOR agrees to:
- I. Employ adequate personnel to perform swimming pool and spa program services outlined in III. B. III. in this agreement. In addition, the personnel performing swimming pool and spa program services must have a current Certified Pool Operator (CPO), AFO, PPSO, or LAFT certificate and meet the education requirements of 641 IAC 15.
 - II. Provide personnel with the following minimum equipment necessary to perform inspections:
 1. Test kit meeting the requirements of 641 IAC 15.
 2. Measuring Tape
 3. GFCI Receptacle Tester
 4. Digital Camera
 5. Digital Thermometer
 6. Screwdrivers- Phillips and Flat Head
 - III. Conduct a minimum of one routine, annual inspection and for-cause special inspections of all registered swimming pools and spas within the coverage area outlined in this agreement to determine compliance with 641 IAC Chapter 15. Inspections or follow up may be required for facilities found to be unregistered.
 - IV. Conduct an initial inspection for new facilities 30-60 days after they initially open.
 - V. Conduct special inspections in accordance to *Procedures Regarding Inspection Frequencies* found at <http://idph.iowa.gov/swimmingpoolsandspas/facility/toolbox> .
 - VI. Forward reportable incidents received by the CONTRACTOR to the DEPARTMENT within one day of receipt.
 - VII. Submit an annual report on a form provided by the DEPARTMENT that contains the following information:
 1. The number of swimming pool and spa inspections completed
 2. The number of complaints received regarding a swimming pool and spa and the reason for the complaint.
 3. The number of swimming pools and spas that were closed at the time of inspection by the CONTRACTOR or by the facility management specifically for rule violations regarding:
 - a. Clarity.
 - b. Disinfection residual.
 - c. ORP.
 4. The nature of the deficiencies
 - VIII. Submit an annual report to the DEPARTMENT by the following dates: August 3, 2020; August 2, 2021; and August 1, 2022.
 - IX. Submit latitude and longitude location information for each swimming pool in the jurisdiction on a form provided by the DEPARTMENT.

X. For the Tattoo Establishment Program

- a. The DEPARTMENT agrees to:

- i.* Permit tattoo artists, permanent color technologists, tattoo establishments, mobile units, and temporary establishments in accordance with Iowa Code Section 135.37 and 641 IAC Chapter 22.
- ii.* Provide artist and establishment status updates to local inspectors.

b. The CONTRACTOR agrees to:

- i.* Employ adequate personnel to perform tattoo program services outlined in III. B. III. in this agreement. In addition, the personnel performing tattoo program services shall have successfully completed a blood borne pathogen certification from the American Red Cross or an equivalent nationally recognized organization.
- ii.* Ensure that a new inspector has completed the following prior to performing inspections:
 - 1. Obtained a Blood borne Pathogen Certification,
- iii.* Conduct a minimum of one routine, annual inspection and for-cause inspections of all permitted tattoo establishments, temporary establishments, and mobile units, within the coverage area outlined in this agreement to determine compliance with 641 IAC – Chapter 22. Inspections or follow up may be required for facilities found to be unregistered.
- iv.* Conduct an initial inspection for new establishments within 2 weeks of notification by the DEPARTMENT. If unable to meet expectation the CONTRACTOR will notify the DEPARTMENT immediately with a justification of why the expectation cannot be met.
- v.* Conduct special inspections as requested by the DEPARTMENT.
- vi.* Submit an annual report to the DEPARTMENT that contains the following information:
 - 1. The number of tattoo establishment inspections completed each month, including routine and special inspections.
 - 2. The number of complaints received regarding a tattoo artist or tattoo establishment and the reason for the complaint.
 - 3. The violations that were noted on the inspection sheet in 50% or more of the facilities inspected. If no violations fit the previous criteria, note the top 3 violations cited.
 - 4. The number of enforcement actions taken.

XI. Manner of financing

- a.* The DEPARTMENT shall not be financially responsible for the any of the functions to be performed by the CONTRACTOR under the provisions of this agreement. The CONTRACTOR shall charge, collect, and retain inspection fees for the respective programs in accordance with the following rules:
 - i.* For the Swimming Pool and Spa program, pursuant to Iowa Code Chapter 135I and 641 IAC – 15.
 - ii.* For the Tattoo Establishment program, pursuant to Iowa Code section 135.37 and 641 IAC – 22.

XII. It is mutually understood and agreed that:

- A. This agreement can be amended by the mutual written consent of both parties only.
- B. Any use of the DEPARTMENT'S name, logo, or other identifier must have prior written approval from the DEPARTMENT.
- C. The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the DEPARTMENT or the State of Iowa.
- D. Subcontracting. None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Department except for subcontracts under \$2000. To obtain approval, the Contractor shall submit to the Department the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:
- (1) A list of the work and services to be performed by the subcontractor.
 - (2) The contract policies and requirements.
 - (3) Provision for the Department, the Contractor, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
 - (4) The amount of the subcontract.
 - (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
 - (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
 - (7) Period of performance.
 - (8) Any additional subcontract conditions.
- a. Any subcontract or other written agreement shall not affect the Contractor's overall responsibility and accountability to the Department for the overall direction of the project.
 - b. If during the course of the subcontract period the Contractor or subcontractor wishes to change or revise the subcontract, prior written approval from the Department is required.
 - c. The Contractor shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - d. The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of

the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

E. Termination

- a. This contract may be terminated by the CONTRACTOR upon thirty (30) working days advance written notice for the failure of the DEPARTMENT to comply with any term, condition, or provision of this contract. In this event, the CONTRACTOR shall deliver to the DEPARTMENT written notice specifying the nature of the DEPARTMENT'S default. The DEPARTMENT shall have the thirty-day notice period to correct the problem that resulted in the default notice.
- b. The contract may be terminated by the CONTRACTOR upon thirty (30) working days advance written notice if circumstances beyond the control of the CONTRACTOR make continuation of this contract impossible.
- c. This contract may be terminated by the DEPARTMENT for any of the following reasons:
 - i. Default by the CONTRACTOR. The failure of the CONTRACTOR to comply with any term, condition, or provision of this contract shall constitute a default by the CONTRACTOR. In this event, the DEPARTMENT shall deliver to the CONTRACTOR written notice specifying the nature of the CONTRACTOR'S default. The DEPARTMENT may make termination of the contract effective immediately. If the notice of default does not indicate that the contract shall be terminated immediately, the CONTRACTOR shall have thirty-day notice period to correct the problem that resulted in the default notice.
 - ii. The Convenience of the DEPARTMENT. The DEPARTMENT may terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the CONTRACTOR whenever, for any reason, the DEPARTMENT shall determine that such termination is in the best interest of the State. In this event, the DEPARTMENT shall issue a termination notice to the CONTRACTOR at least ten (10) days prior to the effective termination date.
 - iii. Change in Law. The DEPARTMENT shall have the right to terminate this contract without penalty by providing ten (10) days written notice to the CONTRACTOR if any of the following conditions exist:
 1. The DEPARTMENT'S authorization to operate is withdrawn or there is a material alteration in the programs administered by the DEPARTMENT;
 2. The DEPARTMENT'S duties are substantially modified.

IN WITNESS WHEREOF the parties have signed their names effective the day and year first above written.

XXX County Local Board of Health

BY _____ DO NOT SIGN _____
Chair, Local Board of Health

DATE _____ DO NOT DATE _____

Iowa Department of Public Health

BY _____ DO NOT SIGN _____

Ken Sharp, Director
Division of Acute Disease Prevention, Emergency Response, & Environmental Health

DATE _____ DO NOT DATE _____

DO NOT SIGN



Iowa Department of Public Health
Protecting and Improving the Health of Iowans

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DO NOT SIGN