



# UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2311602  
Department Log Number

232701730  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Environmental Health 2023

**CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

**PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**MAILING ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**Vendor ID:** 06866HL

**Commodity Code:** 99999

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide funding for environmental services.
3. **CONTRACT PERIOD:** The service period of this contract is 07/01/2023 through 06/30/2028, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
4. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$57,690.00 in accordance with the provisions of this contract.
5. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

Grant Sunada  
(435) 587-3838  
gsunada@sanjuancounty.org

**DEPARTMENT**

Population Health  
Communicable Diseases  
Cassandra Fairclough  
(801) 538-6754  
cassandrafairclough@utah.gov

6. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Scope of Work

Attachment B: Data Reporting Template

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
    - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
  
  8. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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**Contract with Utah Department of Health & Human Services and San Juan County, Log # 2311602**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Bruce Adams                      Date  
County Commission Chair

By: \_\_\_\_\_  
Tracy S. Gruber                      Date  
Executive Director, Department  
of Health & Human Services

Attachment A: Scope of Work  
San Juan County Health Department Environmental Health 2023  
Effective Date: July 1, 2023

Article 1  
GENERAL PURPOSE:

The general purpose of this contract is to provide funding for environmental health services. The contract functions in accordance with Subsections 26A1:108(1) and 26A 1:115(3)

Article 2  
DEFINITIONS

2.1 In this contract, the following definitions apply:

**"Contractor"** means San Juan County.

**"Department"** means Utah Department of Health and Human Services, Environmental Sanitation Program.

**"FDA"** means the U.S. Food and Drug Administration.

Article 3  
PROGRAM CONTACT

3.1 The day-to-day operations and dispute contact is Cassandra Fairclough,  
[cassandrafairclough@utah.gov](mailto:cassandrafairclough@utah.gov), (801) 538-6754.

Article 4  
RESPONSIBILITIES OF CONTRACTOR

4.1 For Food and Environment Health Programs the Contractor shall:

- (1) Inspect each food service establishment according to the Contractor's risk-based inspection classification or a minimum of two times each year during the contract period;
- (2) Issue temporary food establishment permits for special events and make inspections of the facilities during the operational period;

- (3) Conduct plan reviews prior to opening new facilities, or those with major renovations, and issue the appropriate operational permits to all operating facilities, according to the provisions of Rules R392-100 and R392-102;
- (4) Organize and direct a local food handler training and permitting program;
- (5) Designate at least one food inspector per health department to be standardized initially by either the Department standardization officer or an FDA standardized officer. This standardization must be renewed every three years when due. The food inspector(s) standardized by the Department or FDA shall standardize other inspectors at the local health department who inspect food establishments; and
- (6) Sample all public pools and spas at least once each month of operation, and inspect each at least once per contract year.
- (7) Track complaints, investigations, and other information required in the Data Reporting Template for all areas of environmental health that are covered by state rules or laws.

4.2 For reporting the Contractor shall:

- (1) Collect data by completing the Data Reporting Template as specified in Attachment B: Data Reporting Template; and
- (2) Submit the completed form no later than September 1 of each year.

#### Article 5 FUNDING

5.1 Total funding is \$57,690.00.

- (1) \$11,538.00 for the period July 1, 2023 to June 30, 2024.
- (2) \$11,538.00 for the period July 1, 2024 to June 30, 2025.
- (3) \$11,538.00 for the period July 1, 2025 to June 30, 2026.

- (4) \$11,538.00 for the period July 1, 2026 to June 30, 2027.
- (5) \$11,538.00 for the period July 1, 2027 to June 30, 2028.

5.2 This is a Cost Reimbursement contract. The Department agrees to reimburse the Contractor up to the maximum amount of the contract, per contract year, for expenditures made by the Contractor directly related to the performance of the contract.

- (1) Cost Reimbursement - Budget

<u>Description</u>	<u>Amount</u>
Environmental Health Services	\$11,538.00

Article 6  
Invoicing

6.1 In addition to the General Provisions of the Contract, the Contractor shall:

- (1) Include one column for each budget description in the Monthly Expenditure Report;  
and
- (2) Submit invoices no later than the 60 days of the month following the end of the month in which the activity was conducted.

Article 7  
OUTCOMES

The desired outcome of this agreement is a greater likelihood that the public can frequent public places without experiencing a negative health impact. This contract encourages health inspections to be conducted so violations can be identified, operators receive training, and public places are more likely to operate in a safe and sanitary manner.

- (1) Performance Measure: A report of activities is obtained from the Contractor.
- (2) Reporting: The outcomes are reported to the Department by reporting the numbers on Attachment B: Data Reporting Template, no later than September 1, of the contract year.

**Attachment B: Data Reporting Template**  
**San Juan County Health Department LHD Environmental Health Contract**  
**Effective Date: July 1, 2023**

Please report the following data and return form to [cassandrafairclough@utah.gov](mailto:cassandrafairclough@utah.gov).

"DNR" means "Do Not Regulate"  
 "NDA" means "No Data Available"

**Food Safety Program**

Yes No

Risk Based Inspection Classifications?  
 Have a Standardized Training Officer?

<b>PERMITTED FACILITIES</b>	<b>Enter a number</b>
Plan Reviews Conducted	
Permanent Establishments Permitted	
Temporary Establishments Permitted	
Agritourism Facilities Permitted	
Microenterprise Kitchens Permitted	
Total number of Food Trucks Permitted	
Total Permitted Facilities	
<b>INSPECTION PROGRAM</b>	<b>Enter a number</b>
Routine Inspections including Food Trucks	
Temporary Food Establishment Inspections	
Follow-Up Inspections	
Complaint Investigations	
Foodborne Illness Investigations	
<b>ENFORCEMENT</b>	<b>Enter a number</b>
Enforcement Actions (Conferences, hearings, citations, notices, orders, courts, etc.)	
Enforced Closures (separate from other enforcement activities)	
<b>FOOD HANDLER PERMITS</b>	<b>Enter a number</b>
Food Handlers Trained	
Food Handler Permits Issued	
<b>STAFFING</b>	<b>Enter a number</b>
Food Inspectors (number of FTEs)	
Total Permitted Establishments	
Number of Establishments/FTEs	

**Swimming Pool Program**

<b>PERMITTED FACILITIES</b>	<b>Enter a number</b>
Apartments	
Hotel / Motels	
Municipal / Government Owned	
Commercial Recreation Facilities	
Schools	
HOA/PUD/Condominiums	
Athletic / Fitness Centers	
Other	
<b>PERMITTED POOLS AND SPAS</b>	<b>Enter a number</b>
Swimming pools	
Spa pools	
Interactive Water Features	
Hydrotherapy pools	
Instructional pools	
Other	
<b>TOTAL</b>	
<b>ENFORCEMENT ACTIONS</b>	<b>Enter a Number</b>
Enforcement Actions (Conferences, hearings, notices, orders, courts, etc.)	
Enforced Closures (separate from other activities)	
Voluntary Closures (CPO/Manager Closed)	
<b>INSPECTION PROGRAM</b>	<b>Enter a number</b>
Routine Inspections	
Follow-up Inspections	
Complaint Investigations	
<b>POOL OPERATORS</b>	<b>Enter a number</b>
Operators Certified by LHD staff	
Certified Operators Registered	

<b>General Sanitation Program</b>	<b>Enter a number</b>	<b>Utah Indoor Clean Air Act (UICAA) Program</b>	<b>Enter a number</b>
Vector Control Complaints / Investigations		Routine Inspections	
Weed Control Complaints / Investigations		Complaints at an Educational Facility	
Animal Control Complaints / Investigations		Complaints at a Condominium or Apartment	
Housing Complaints / Investigations		Other Facility Complaints	
Noise Complaints / Investigations		<b>Total Number of Complaints</b>	
Temporary Establishments Permitted		Complaint Investigations	
Solid Waste Complaints / Investigations		Notices Issued	
<b>WASTE HAULERS</b>	<b>Enter a number</b>	Compliance Achieved	
Trucks Permitted			
Complaints Investigated			
<b>CHEMICALLY CONTAMINATED PROPERTIES (METHAMPHETAMINES)</b>	<b>Enter a number</b>		
Complaint Investigations			
Homes Decontaminated			
Homes Placed on Contaminated List			
Homes Removed from Contaminated List			

<b>Institutional Health Program</b>			
(Exclusive of Food Service and Pools)			
<b>Public Lodging</b>	<b>Enter a number</b>	<b>Cosmetology / Barber Facilities</b>	<b>Enter a number</b>
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
<b>Tanning Facilities</b>	<b>Enter a number</b>	<b>Residential Care Facilities</b>	<b>Enter a number</b>
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
<b>Body Art Facilities</b>	<b>Enter a number</b>	<b>Temporary Mass Gatherings</b>	<b>Enter a number</b>
Number of Establishments		Permits Issued	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
<b>Schools*</b>	<b>Enter a number</b>	<b>Massage Facilities</b>	<b>Enter a number</b>
Number of Public Schools		Number of Establishments	
Number of Charter Schools		Routine Inspections	
Number of Private Schools		Complaint investigations	
Routine Inspections		<b>Correctional Facilities</b>	<b>Enter a number</b>
Complaints Investigated		Number of establishments	
		Routine Inspections	
		Complaints Investigated	

\* NOTE: School Inspections refer to an inspection of the whole school premises for health and safety. These do NOT include inspection of food service, which would be counted as food inspections.

<b>Parks and Camps Program</b>			
<b>Manufactured Home Communities</b>	<b>Enter a number</b>	<b>Recreation Camps</b>	<b>Enter a number</b>
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaint investigations	
<b>RV Parks</b>	<b>Enter a number</b>	<b>Roadside Rest Stops</b>	<b>Enter a number</b>
Number of Establishments		Number of establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
<b>Labor Communities</b>	<b>Enter a number</b>		
Routine Inspections			
Number of Establishments			
Complaints Investigated			



