



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1811606
Department Log Number

182700817
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Utah Indoor Clean Air Act Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).

Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update the language in Attachment A in exchange for continued services.
4. **CHANGES TO CONTRACT:**
 1. Attachment A, effective July 1, 2022, is replacing Attachment A, which was effective July 2018.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **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 General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. 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.

Contract with Utah Department of Health and San Juan County, Log # 1811606

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

By: _____
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

Attachment A: Special Provisions
San Juan County - Utah Indoor Clean Air Act Amendment 1
Effective Date: July 1, 2022

- I. GENERAL PURPOSE:
 - A. The general purpose of this agreement is to provide funding for cost directly related to the investigation and enforcement to the UICAA.

- II. DEFINITONS:
 - A. "Contractor" means San Juan County on behalf of San Juan County Health Department.
 - B. "Department" means Department of Health and Human Services, Environmental Sanitation.
 - C. "UICAA" means Title 26, Chapter, 38, the Utah Indoor Clean Air Act and its associated rule, R392-510.

- III. RESPONSIBILITIES OF CONTRACTOR:
 - A. For the investigation and enforcement of the UICAA, the Contractor shall:
 - 1. Designate a coordinator and list of staff for enforcing the UICAA during the contract period. The name of the coordinator and list of staff shall be provided to the DEPARTMENT before July 30 of each year during the contract period.
 - 2. Respond to all complaints received about smoking in workplace or public places or noted during routine inspection by the CONTRACTOR. The CONTRACTOR shall investigate all complaints within three working days of being received by the CONTRACTOR.

- IV. REPORTING:
 - A. The CONTRACTOR shall submit a final UICAA report to the DEPARTMENT by September 1 of each year during the contract period detailing the data as requested on the San Juan County LHD Environmental Services-Amendment 1 Contract, Attachment B: Data Reporting Template.
 - B. The CONTRACTOR shall submit a detailed billing of allowable expenses on the Monthly Expenditure Report (MER) on a quarterly basis.

- V. FUNGING.
 - A. The DEPARTMENT agrees to reimburse the CONTRACTOR up to \$5,615.00 for costs directly related to the UICAA investigation and enforcement.
 - 1. \$1,123.00 from July 1, 2018 through June 30, 2019.
 - 2. \$1,123.00 from July 1, 2019 through June 30, 2020.
 - 3. \$1,123.00 from July 1, 2020 through June 30, 2021.
 - 4. \$1,123.00 from July 1, 2021 through June 30, 2022.

5. \$1,123.00 from July 1, 2022 through June 30, 2023.

VI. AMENDMENTS AND TERMINATION:

A. If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2023.

