



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2120905
DHHS Log Number

212700217
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 7.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) 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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the funding amount, update the language in and replace Attachment "B" in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$897,600.18. The funding amount will be increased by \$15,500.00 in federal funds. The funding amount will be increased by \$209,286.00 in state funds. New total funding is \$1,122,386.18.

2. Attachment "B" effective July 1, 2024 is replacing Attachment "B" which was effective July 2023. Throughout the document, "DHHS" replaces "Department" and "TPCP" and "Grantee" replaces "Sub-Recipient." The document title is changed. Article IX and X are deleted. Article "I" Definitions, Section A., is changed and Section E., L., and O., are deleted. Article "II" Payments, Sections A., B.1., and B.2., are changed. Article "III" Services is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-05- 00
Name of Federal Awarding Agency:	Centers for Disease Control and	Federal Award Identification Number:	NU58DP006806

	Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)		
Assistance Listing:	NATIONAL STATE TOBACCO CONTROL	Federal Award Date:	4/18/2024
Assistance Listing Number:	93.387	Funding Amount:	\$15500

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2024.
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 & Human Services General Provisions and Business Associates Agreement currently in effect until 6/30/2028.
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.

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Attachment B: Special Provisions
San Juan County Health Department FY21 – FY25 Amendment 7

I. DEFINITIONS

- A. “Qualtrics” means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. “CDC” means the Center for Disease Control and Prevention.
- C. “CDC Funds” mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. “Compliance Checks” mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. “FDA” means Food and Drug Administration.
- F. “HUD” means United States Department of Housing and Urban Development.
- G. “MSA Grant Funding” means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- H. “MUH” means multiunit housing.
- I. “QuickBase” means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- J. “SDOH” means Social Determinants of Health.
- K. “Synar” means the Synar Amendment.
- L. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- M. “UICAA” means the Utah Indoor Clean Air Act.

II. PAYMENTS

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
 - 1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant (6394) for the Period of Performance of July 1, 2024 – April 28, 2025.
 - a. Reimbursement shall be provided for expenditures directly related to activities set forth in Section III excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section III as:
 - i. Compliance Checks;
 - ii. Tobacco Retail Permitting;
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
 - iv. UICAA.
 - b. The GRANTEE shall not use funds to:
 - i. purchase tobacco prevention curriculum for K-12 schools;
 - ii. purchase vape detectors;
 - iii. conduct tobacco compliance check inspections;
 - iv. pay for Synar or FDA compliance monitoring;
 - v. pay for research;

- vi. provide clinical care except as allowed by law;
 - vii. purchase furniture or equipment as a general rule. Any such proposed spending must be clearly identified in the budget;
 - viii. provide direct tobacco use and dependence treatment services or other direct services other than those through evidence-based Quitline and quit support services;
 - ix. purchase food whether for conferences or meetings; for meals, light refreshments or beverages; and
 - x. pay for lobbying activities.
- c. The GRANTEE shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
 - d. Closeout: GRANTEE must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
2. \$73,193.00 is available from the MSA Grant (6396) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with the following:
 - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
 3. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2024 - June 30, 2025. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
 - a. The regulation provisions described in Section 26-57-103;
 - b. The labeling requirement described in Section 26-57-104; and
 - c. The penalty provisions described in Section 26-62-305.
 4. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

III. SERVICES

The GRANTEE shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	Objective
Continuing Education	By June 30, 2025, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2025, implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2025 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 2 organizations.
Tobacco Retail Permitting	By June 30, 2025 ensure that 100% of retailers are permitted.

Compliance Checks	By June 30, 2025 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2025 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2025 conduct combined inspections in 5 retailers.
CBO Partnership	By June 30, 2025 establish 1 partnership with a community based organization that works to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Behavioral Health	By June 30, 2025 collaborate with 1 behavioral health professional to screen for tobacco use and dependence (including e-cigarettes) and educate when interacting with youth and young adults.
Youth Groups	By June 30, 2025 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2025 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products. By June 30, 2025 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2025 increase Quit Line registered calls in local area from 2 during 7/2022-6/2023 to 3 and E-Coach registered members from 7 during 7/2022-6/2023 to 7.
Low Income Cessation Services	By June 30, 2025 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Low Income MUH policy	By June 30, 2025 provide resources, training & technical assistance to 1 low income MUH property to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30 2025 work with 1 worksite to implement, improve and/or maintain environmental and employee policies.
UICAA	By June 30, 2025 respond to 100% of UICAA complaints and provide education, signage, and materials as appropriate.

IV. REPORTS

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed in QuickBase, a web-based application system.

V. DHHS PROGRAM ROLE

- A. DHHS through its Tobacco Prevention and Control Program agrees to:
 - 1. Provide written confirmation of receipt of reports within 10 working days;
 - 2. Provide written feedback on results/progress within 20 working days of receiving report;
 - 3. Provide training and technical assistance, as requested/needed; and
 - 4. Conduct one (1) site visit during the contract period at a mutually agreed upon time with a jointly developed agenda.

VI. MEDIA

- A. When the GRANTEE has a DHHS-approved media campaign in their jurisdiction, GRANTEE staff shall conduct that campaign according to the DHHS "Way To Quit Brand Guidelines."
 - 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in GRANTEE proposal for designated programming (not to include general GRANTEE websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. GRANTEE media campaign proposals must include campaign deadlines that are subject to approval by the appropriate DHHS program staff.

VII. ADMINISTRATIVE REQUIREMENTS

- A. GRANTEE staff shall:
 - 1. Participate in at least one (1) site visit with DHHS program staff;
 - 2. Attend at least one (1) workplan-related training per quarter;
 - 3. Collaborate and coordinate program evaluation with DHHS epidemiology staff and/or with DHHS'S external contracted evaluator;
 - a. DHHS epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
 - 4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
 - a. Enforcement budget shall be submitted annually or as requested by DHHS.

VIII. OUTCOMES

The outcome of this contract is to support the overall comprehensive Tobacco Prevention and Control Program strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities.

- A. The following long-term measures support the outcomes:
 - 1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
 - 2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
 - 3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
 - 4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
 - 5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
 - 6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline