



**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
Department 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 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** update workplan activities and add funding (\$221,816.73) for the FY23 state fiscal year.
4. **CHANGES TO CONTRACT:**
 1. Attachment B Special Provisions FY21-FY25 Amendment 4, effective 7/1/22 is replacing the Special Provisions dated 10/1/2021. Funding amounts have been established and the activities listed in Section IV Services have been updated.
 2. The contract amount is being changed. The original amount was \$448,800.12. The funding amount will be increased by \$221,816.73. New total funding is \$670,616.85. This total does not affect any previous year's contract or amendment amount.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)	Federal Award Identification Number:	NU58DP006806
CFDA Title:	NATIONAL STATE TOBACCO CONTROL PROGRAM	Federal Award Date:	5/25/2022
CFDA Number:	93.387	Funding Amount:	\$12916.67

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 & Human Services 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 & Human Services and San Juan County, Log # 2120905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

By: _____
Tracy Gruber Date
Executive Director, Department of
Health & Human Services

ATTACHMENT B

FY21 – FY25 AMENDMENT 4

SPECIAL PROVISIONS:

I. PARTIES

- A. This contract is between the Tobacco Prevention and Control Program acting by and through the Utah Department of Health and Human Services, hereinafter referred to as "DEPARTMENT," and the San Juan County Health Department, hereinafter referred to as "SUB-RECIPIENT." Together the DEPARTMENT and the SUB-RECIPIENT shall be referred to as the "Parties".

II. DEFINITIONS

- A. "Catalyst" means a web-based tool that manages the collaborative linkages between evaluation, work plans, logic models, strategic/state plans, and other management documents. Catalyst is the 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 SUB-RECIPIENT where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. "DEPARTMENT" means the Utah Department of Health and Human Services.
- F. "MSA Grant Funding" means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- G. "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.
- H. "SUB-RECIPIENT" means the San Juan County Health Department and the "Grantee," as defined and described in the agreement between the parties titled "Utah Department of Health General Provisions and Business Associate Agreement" currently in effect until 6/30/2023.
- I. "Tax Fund" means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- J. "TPCP" means Tobacco Prevention and Control Program.

III. PAYMENTS

- A. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to a maximum total of \$221,816.73 for expenditures in accordance with the funding categories listed below in

Part B. The amount reimbursed is based on the number of services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report submitted to the DEPARTMENT.

- B. The amounts listed below are the maximum amount the DEPARTMENT can reimburse the SUB-RECIPIENT. Funds can only be expended as follows:
1. \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2022 – April 28, 2023 (4378).
 - a. The source of funding is provided from the following program:

Federal Award Project Title:	CDC-RFA-DP20-2001: National and State Tobacco Control Program
Federal Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)
Award Number:	5 NU58DP006806-03-00
Assistance Listing Program Title:	National and State Tobacco Control Program
Assistance Listing Number:	93.387
Assistance Listing Amount:	\$ 1,256,406.00
Federal Award Date:	5/25/2022
Indirect Cost Rate:	0%
 - b. Reimbursement shall be provided for expenditures directly related to activities set forth in Section IV excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section IV as:
 - i. Compliance Checks
 - ii. Tobacco Retail Permitting
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections
 - iv. Utah Indoor Clean Air Act (UICAA)
 - c. Closeout: SUB-RECIPIENT 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. \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - a. Up to \$3,667.00 shall be reimbursed for Compliance Checks. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT \$ 96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section IV; 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 IV.
 3. \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2022 - June 30, 2023 (4383). The

SUB-RECIPIENT 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. \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account for the period of July 1, 2022 - June 30, 2023 (4383) 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.

IV. SERVICES

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

Activity Title	SMART Objective
Continuing Education	By June 30, 2023 2 staff funded by tobacco will attend at least 1 TPCP training per quarter.
Pilot Project	By June 30, 2023 assigned LHD staff shall attend Pilot Project meetings for project identified.
Priority Populations	By June 30, 2023 implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2023 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 1 organization.
Tobacco Retail Permitting	By June 30, 2023 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2023 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2023 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2023 conduct combined inspections in 100% retailers.
CBO Partnership	By June 30, 2023, establish 3 partnerships with community-based organizations.
Youth Groups	By June 30, 2023 lead a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2023 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, 2023 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, 2023 increase Quit Line registered calls in local area from 3 in FY21 to 4 and E-Coach registered members from 4 in FY21 to 5.
Low Income Cessation Services	By June 30, 2023 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Youth Cessation	By June 30, 2023 connect 1 community partner to youth quit services.
Low Income MUH Policy	By June 30, 2023 provide resources, training & technical assistance to 2 low income MUH properties to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30, 2023 work with 1 worksite to utilize the CDC Worksite Health ScoreCard to implement, improve and/or maintain environmental and employee policies.
Utah Indoor Clean Air Act (UICAA)	By June 30, 2023 respond to 100% of Utah Indoor Clean Air Act (UICAA) complaints and provide education, signage, and materials as appropriate.

V. REPORTS

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

VI. UTAH DEPARTMENT OF HEALTH PROGRAM ROLE

- A. The DEPARTMENT 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.

VII. MEDIA

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. SUB-RECIPIENT staff shall:

1. Participate in at least one (1) site visit with DEPARTMENT program staff;
2. Attend at least one (1) TPCP training per quarter;
3. Collaborate and coordinate program evaluation with TPCP epidemiology staff and/or with DEPARTMENT'S external contracted evaluator;
 - a. TPCP 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 TPCP.

