



## 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 6.
2. **CONTRACTING PARTIES:** This contract amendment 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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this agreement is to update LHD workplan activities and provide funding for FY24.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$673,200.18. The funding amount will be increased by \$224,400.00. New total funding is \$897,600.18.

2. Attachment B FY21-FY25 Amendment 6, effective 7/1/23 is replacing the Special Provisions dated 4/29/23. Funding was increased by \$224,400.00 and the activities in Section IV Services have been updated.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-04- 00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and	Federal Award Identification Number:	NU58DP006806

	Disease Registry (ATSDR)		
Assistance Listing:	NATIONAL STATE TOBACCO CONTROL PROGRAM	Federal Award Date:	4/29/2023
Assistance Listing Number:	93.387	Funding Amount:	\$12917.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2023.
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.

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

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

## Attachment B: Special Provisions

### San Juan County Health Department FY21 – FY25 Amendment 6

Effective Date: July 1, 2023

#### 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. “FDA” means Food and Drug Administration.
- G. “HUD” means United States Department of Housing and Urban Development.
- H. “MSA Grant Funding” means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- I. “MUH” means multiunit housing.
- J. “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.
- K. “SDOH” means Social Determinants of Health.
- L. “SUB-RECIPIENT” means San Juan County on behalf of San Juan County Health Department.
- M. “Synar” means the Synar Amendment.
- N. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- O. “TPCP” means Tobacco Prevention and Control Program.
- P. “UICAA” means the Utah Indoor Clean Air Act.

#### III. PAYMENTS

- A. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to a maximum total of

\$224,400.00 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 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. \$12,917.00 is available from the Comprehensive Tobacco (CDC) Grant (6394) for the Period of Performance of July 1, 2023 – April 28, 2024.
    - a. 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; and
      - iv. Utah Indoor Clean Air Act (UICAA).
    - b. The SUB-RECIPIENT 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 SUB-RECIPIENT shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
    - d. 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. \$2,583.00 is available from the E-cigarette Supplemental Restricted Fund (6392) for the period of July 1, 2023 – April 28, 2024.
    - a. 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

- iv. Inspections; and
- iv. Utah Indoor Clean Air Act (UICAA).
- b. The SUB-RECIPIENT 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 SUB-RECIPIENT shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
- 3. \$72,807.00 is available from the state funded Tax Fund (6393) and MSA Grant (6396) for the period of July 1, 2023 - June 30, 2024 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.
- 4. \$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, 2023 - June 30, 2024 (. 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.
- 5. \$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, 2023 - June 30, 2024 (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.

<b>Activity Title</b>	<b>Objective</b>
Continuing Education	By June 30, 2024, assign two staff members to attend at no less than one TPCP training each quarter.
Pilot Project	By June 30, 2024 assigned LHD staff shall attend Pilot Project meetings for project identified.
Priority Populations	By June 30, 2024, implement and report on established plan to collaborate with identified priority population.
SDOH Partnerships	By June 30, 2024 identify four partners focused on SDOH and/or risk and protective factors.
Outreach Partnerships	By June 30, 2024 provide supportive technical assistance related to tobacco prevention and/or cessation resources to two organizations.
Tobacco Retail Permitting	By June 30, 2024 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2024 two tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2024 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2024 conduct combined inspections in 19 retailers.
School Policy	By June 30, 2024 provide resources, training, and technical assistance to two schools to implement, improve and/or maintain comprehensive policies.  By June 30, 2024 connect two schools to evidence-based prevention and cessation resources.
Community Based Organizations (CBO) Partnerships	By June 30, 2024 establish two partnerships with community based organizations.
Youth Groups	By June 30, 2024 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Evolving Tobacco Product Landscape (Parents, Teachers, Coaches, Other Stakeholders)	By June 30 2024, educate 50 parents, teachers, education professionals, coaches and other stakeholders about the rapidly evolving tobacco product landscape.
Age 21 Law	By June 30, 2024 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, 2024 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, 2024 increase Quit Line registered calls in local area to three and E-Coach registered members to three.
Low Income Cessation Services	By June 30, 2024 work with two local services that are utilized by low-income individuals to promote tobacco cessation programs.
Youth Cessation	By June 30, 2024 connect one community partner to youth quit services.
Low Income MUH policy	By June 30, 2024 provide resources, training & technical assistance to two low income MUH properties to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30, 2024 work with one worksite to implement, improve, and/or maintain environmental and employee policies.
Utah Indoor Clean Air Act (UICAA)	By June 30, 2024 respond to 100% of 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 15<sup>th</sup> 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.

**IX. AMENDMENTS AND TERMINATION**

- A. If this contract is not amended to add funds, the contract shall terminate as of June 30, 2024.

**X. OUTCOMES**

The outcome of this contract is to support the overall comprehensive TPCP 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.

