

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0104-00001
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **TEXANS STANDING TALL** (“Contractor “), each a “Party” and collectively referred to herein as the “Parties,” to that certain Contract effective September 1, 2017 and denominated DSHS Contract No. 537-18-0104-00001, now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Scope of Work, and add funds for the Fiscal Year 2019 budget period; and

WHEREAS, the System Agency has chosen to exercise its option to renew the Contract in accordance with **SECTION III** of the Contract, **DURATION**.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION** is hereby amended to reflect a revised termination date of August, 31, 2019.
2. **SECTION IV** of the Contract, **BUDGET** is hereby amended to add **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00)**, increasing the total compensation that the Contract will not exceed to **THREE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$352,500.00)**.
3. **ATTACHMENT A**, of the Contract, **STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. This Amendment No. 1 shall be effective as of August 31, 2018.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. 537-18-0104-00001**

**DEPARTMENT OF STATE HEALTH
SERVICES**

TEXANS STANDING TALL

DocuSigned by:
Manda Hall, M.D.
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DocuSigned by:
Nicole Holt
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Manda Hall, M.D.

By: Nicole Holt
Name: Nicole Holt

Associate Commissioner, Community Health Improvement
Title: CEO

Date of Execution: May 21, 2018

Date of Execution: May 18, 2018

ARTICLE 1. THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1 REVISED STATEMENT OF WORK

**ATTACHMENT A-1
REVISED STATEMENT OF WORK**

I. CONTRACTOR RESPONSIBILITIES

Contractor will:

- A. Provide System Agency with tailored training and technical assistance (TTA) to the Department of State Health Services (DSHS)-funded Tobacco Prevention and Control Coalitions (TPCC) in their target communities that address coalition-building, comprehensive tobacco prevention and control environmental strategies and direct service interventions, and the Strategic Prevention Framework (SPF). Training shall be based on the latest prevention research and technology, including evidence-based best practice approaches, to encourage and support effective implementation of evidence-based comprehensive tobacco prevention and control environmental and direct service strategies to reduce the health effects and economic toll tobacco has placed on the target communities.

Contractor shall provide accessible training to increase the skills, knowledge, and readiness to take action for TPCCs in the following:

1. Utilization of the SPF to ensure a data-driven approach to accomplishing positive community outcomes for reducing tobacco use and related health problems.
2. Evidence-based comprehensive tobacco prevention and control environmental and direct service approaches for the target communities in each of the goal areas of the tobacco prevention and control program:
 - a. Goal 1: prevent tobacco use among young people;
 - b. Goal 2: promote compliance and support enforcement of federal, state, and local laws to reduce minors' access to tobacco products;
 - c. Goal 3: increase cessation among young people and adults;
 - d. Goal 4: eliminate exposure to secondhand smoke;
 - e. Goal 5: reduce tobacco use among populations with the highest burden of tobacco related disparities; and
 - f. Goal 6: develop and maintain statewide capacity for comprehensive tobacco prevention and control.

B. SERVICE REQUIREMENTS:

1. Contractor shall create a standard assessment and conduct assessment with each TPCC contractor to gauge coalition: existing coalition and community resources and needs; internal and external capacity, readiness, experience, and current goals and activities.
2. Contractor shall use information gathered in the assessment to create a coalition training and technical assistance plan with timeline for all TPCC contractors.
3. Contractor shall provide intensive training and technical assistance targeted to the needs of the coalitions to assure the TPCCs are prepared to meet contractual requirements.
4. Contractor shall conduct at least one one-site training and two e-Learning trainings with each TPCC contractor. Trainings must effectively include evidence-based tobacco prevention and control environmental and direct

service strategies and training in the SPF steps including community mobilization.

- a. Contractor shall maintain a list of all training participants to document activities; and
 - b. Contractor shall evaluate participant satisfaction with training for quality improvement purposes.
5. Contractor shall develop a yearly sustainability checklist to assist coalitions in meeting contractual obligations and reaching all the steps of the Strategic Prevention Framework. Contractor shall track coalition progress in submitting checklist items.
 6. Contractor shall collaborate with DSHS Tobacco Prevention & Control Branch to assist with in-person training intensives/meetings for TPCC coalitions coordinated by DSHS held in Austin.
 7. Contractor shall provide monthly technical assistance and follow-up to TPCC coalitions and maintain documentation to reflect the technical assistance activities.
 8. Contractor shall promote Texans Standing Tall (TST) Regional and Statewide Policy Forums to TPCC coalitions and enhance tobacco prevention and control education at the events.
 9. Contractor shall attend one national conference or professional development opportunity annually to maintain expertise in tobacco prevention and control best practice strategies.
 10. Contractor shall participate in collaborative meetings with DSHS and UT Austin Research and Evaluation and other contractors providing support and/or technical assistance to TPCC contractors.
 11. Contractor shall remain abreast of CDC and national network materials to provide up-to-date and culturally appropriate content and materials related to tobacco prevention and control, including tobacco-related health disparities.
 12. Contractor shall provide monthly reports. Monthly Reports are due to DSHS on the 15th of the following month. Monthly reports will provide detailed information on each of the contract elements including coalition training and technical assistance provided to the coalitions. This will include activities outlined in SECTION I.B and SECTION VII during the reporting period as well as information on activities that will occur beyond the reporting period.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term.

II. PERFORMANCE MEASURES

System Agency will monitor Contractor's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Contractor will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 776-7442
 EMAIL: invoices@dshs.texas.gov

- B. Contractor will be paid on a deliverable basis and in accordance with the tables below. Contractor shall submit all reports, documentation, and other required information as in the tables by the due date to the Department of State Health Services Tobacco Program at Tobacco.Free@dshs.texas.gov.

Deliverables	Cost of Deliverable	Basis of Proposal
1. Training	On-Site TPCC Coalition Training \$50,000	On-going review of the literature and participation in national conference on implementation of tobacco prevention and control coalitions and the Strategic Prevention Framework to assure use of state-of-the-art methodologies appropriate to the community setting. Communicating the Strategic Prevention Framework methodologies and providing technical assistance to local TPCC coalitions in implementing the local policy change. Training will be provided on-site at TPCC locations and at the annual tobacco conference. The Deliverable shall be included as part of the Monthly Report which is due to DSHS on the 15 th of the following the month.
2. E-learning	Virtual Consultation and Coalition Training \$25,000	Conduct at least two e-Learning opportunities for all TPCC Contractors/DSHS funded comprehensive coalitions. Webinars should be used to compliment and build upon onsite trainings and assist coalitions in creating necessary guiding documents related to the Strategic Prevention Framework, Coalition Development and Expansion, and Tobacco Prevention Best Practices. The Deliverable shall be included as part of the Monthly Report which is due to DSHS on the 15 th of the following the month.

3. Technical Assistance	Ongoing TPCC coalition technical assistance \$20,000	Communicating the Strategic Prevention Framework methodologies and direct service best practices and providing technical assistance to local TPCC coalitions in implementing the comprehensive program. Monthly Technical assistance will be provided through phone and email consultation, and online postings of resources.
4. Reporting	Monthly TPCC Reports \$10,000	Prepare TPCC reporting. Monthly TPCC Reports due to DSHS by the 15 th of the following month. Reports shall include training schedule, training and technical assistance log, and status updates for all deliverables, including the sustainability checklist.
5. Assessment	Development and implementation of coalition assessment \$30,000	Develop, implement, and analyze a coalition assessment to be conducted with all TPCC Contractors/DSHS funded comprehensive coalitions, within the first quarter of executed contracts. Electronically submit a draft assessment for DSHS approval prior to implementation. Electronically submit assessment narrative and overview of data analysis to DSHS.
6. Planning	Development and Submission of \$20,000	Using information collected in the assessment, electronically submit to DSHS, a timeline and plan for providing targeted intensive training and technical assistance to the DSHS-funded comprehensive tobacco coalitions for FY 2019 and four additional years, by the end of quarter two. A yearly sustainability checklist will also be developed and disseminated to all DSHS-funded comprehensive coalitions. Contractor will track status of deliverables from each contractor.
7. Learning and Professional Development	Attend National Tobacco Conference or other learning opportunity \$5,000	Attend one national conference annually to maintain expertise in tobacco prevention and control best practice strategies and/or coalition development. The Deliverable shall be included as part of the Monthly Report which is due to DSHS on the 15 th of the following the month.
Total	\$160,000	

Deliverable	Due Date
Written Monthly Reports. Report shall include: - Status update for each deliverable - TTA Monthly Call Schedule - Upcoming Training and E-Learning Schedule - Sustainability Checklist Progress	Monthly, on the 15 th of the following month.
Sustainability Checklist	By the end of Quarter one.
E-Learning	By the end of Quarter four.
Coalition Assessment	By the end of Quarter one.
Develop timeline and plan for delivery of intensive training and technical assistance	By the end of Quarter two.
Learning and Professional Development	By the end of Quarter four.
Participate in collaborative meetings	Monthly.