

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000061500002
AMENDMENT NO. 1
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES (“SYSTEM AGENCY”)** and **BAY AREA COUNCIL ON DRUGS & ALCOHOL, INC. (“GRANTEE”)**, who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2018, and denominated DSHS Contract No. HHS000061500002, now desire to amend the Contract (Amendment 1).

WHEREAS, the Parties desire to revise the Statement of Work and add funds for the Fiscal Year 2020 (September 1, 2019, through August 31, 2020) budget period (FY20); and

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

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

1. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK (SOW)**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
2. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2020.
3. **SECTION IV** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with Attachment B-1, Budget reflecting an additional **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)** for FY20 and increasing the total amount of the Contract to **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, BUDGET**.
4. This Amendment No. 1 shall be effective as of September 1, 2019.
5. **Notice to Proceed:** The Parties hereto agree and acknowledge that any work contemplated by the Revised SOW, as modified pursuant to this Amendment No. One, attached hereto as Attachment A-1 (Amended SOW), is subject to approval by DSHS, in its sole discretion. Consequently, Grantee agrees and acknowledges that no work, contemplated by this Amendment No. One, may begin or expenditures may occur until DSHS issues a written Notice to Proceed (NTP) to Grantee. Notwithstanding anything herein or, in the Contract to the contrary, should Grantee conduct any work or incur any expenditures prior to the receipt of the NTP, Grantee fully agrees and acknowledges that such work and/or expenditures shall not be eligible for invoicing, payment or reimbursement by DSHS or the State of Texas. Further, this NTP will include any

proposed changes recommended by DSHS which will be incorporated into this Contract by a subsequent amendment, if necessary.

6. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.
8. Any undefined capitalized terms used herein shall have the meanings ascribed to them in the Contract, as amended.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000061500002**

DEPARTMENT OF STATE HEALTH SERVICES

BAY AREA COUNCIL ON DRUGS & ALCOHOL, INC.

DocuSigned by:
John Hellerstedt _____
DCCAF19262814D1...

John Hellerstedt

Commissioner

DocuSigned by:
Sue Roberts _____
98C909E9D099497...

Name: Sue Roberts

Title: COO

Date of Execution: April 18, 2019

Date of Execution: April 17, 2019

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

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

ATTACHMENT A-1 STATEMENT OF WORK

The Tobacco Prevention and Control Coalitions (TPCC) prevent and reduce the illegal and harmful use of tobacco products in communities across Texas (with a particular emphasis on reduction in youth use) by promoting and conducting community-based and environmental universal prevention strategies that have an impact on the social, cultural, and economic processes of the community. Coalitions broaden support for projects and increase credibility, provide volunteers for activities, and maximize the power of participating groups through joint action. Coalitions are especially important when engaging in broad community actions to change public policy. The Centers for Disease Control and Prevention (CDC) document, *Best Practices for Comprehensive Tobacco Control Program*, October 2007, specified that the community coalition programs include activities that increase the number of organizations and individuals involved in planning education and training programs, use state and local counter-marketing strategies to place pro-health messages regarding tobacco prevention and control, promote the adoption of public and private tobacco control policies, and monitor program implementation.

I. GRANTEE RESPONSIBILITIES:

Grantee will:

- A. Serve as a member of, and manage, the Tobacco Prevention and Control Coalition (Coalition) and shall ensure that the Coalition implements the activities funded under this Contract.

- B. Implement steps of the Strategic Prevention Framework (SPF) in the targeted counties by convening a County Epidemiological/Evaluation Workgroup (CEW) to develop a County Epidemiological Report, mobilizing the Coalition, developing a strategic plan, implementing evidence-based strategies, and evaluating activities that are designed to address tobacco use and tobacco-related health consequences.

- C. Ensure that the Coalition conducts activities in the Service Area of this Contract that meet the following goals:
 - Goal 1:** Prevent tobacco use among young people
 - Goal 2:** Promote compliance and support adequate enforcement of federal, state and local tobacco laws
 - Goal 3:** Increase cessation among young people and adults
 - Goal 4:** Eliminate exposure to secondhand smoke
 - Goal 5:** Reduce tobacco use among populations with the highest burden of tobacco-related health disparities
 - Goal 6:** Develop and maintain statewide capacity for comprehensive tobacco prevention and control

II. SERVICE REQUIREMENTS:

A. Grantee will ensure that the Coalition conducts the following activities:

1. Submit all documents identified below to the DSHS Tobacco Prevention and Control Branch mailbox at Tobacco.Free@dshs.texas.gov by the required due dates.
2. Convene a County Epidemiological/ Evaluation Workgroup (CEW) to conduct the needs and resource assessment and prepare a County Epidemiological Assessment Report. The County Epidemiological Assessment Report must be included in the TPCC Evaluation Report.
 - a. Conduct an annual needs assessment to determine tobacco use; related health consequences; and tobacco-related health disparities within the Service Area.
 - b. Conduct a community resource assessment that identifies existing strengths and assets of community tobacco prevention and control, substance abuse, and chronic disease prevention programs and other services in the targeted community in Service Area.
 - c. Conduct annual primary data collection to address one or more assessment or evaluation questions coordinated by the DSHS-funded statewide evaluation contractor.
3. Hire a professional evaluator for evaluation of the Coalition's processes and outcomes and lead the CEW processes. Seven to ten percent (7% to 10%) of the total DSHS-approved Contract amount (for the Contract term) shall be allocated to the local evaluation. Grantee shall ensure that the DSHS evaluation deliverables are met, including the process evaluation matrix which is sent by DSHS TPCC Evaluation contractor, University of Texas at Austin.
4. Coordinate with DSHS and contractor, Texas A&M University, to increase participation in statewide surveillance, Behavioral Risk Factor Surveillance System (BRFSS), and Youth Tobacco Survey (YTS), of youth and adults in the target community. Grantee shall contact all school districts in target community to promote the implementation of the YTS.
5. Conduct tobacco prevention mobilization strategies to include key tasks that may include, but are not limited to, convening meetings of community leaders and stakeholders; building coalitions by entering into written community agreements concerning cooperative efforts for preventing and reducing tobacco use; training community stakeholders, coalitions and service providers; organizing agency networks; leveraging resources; and engaging stakeholders to help sustain the activities.
6. Ensure that multiple sectors of the community are involved to enhance community efforts to promote and deliver comprehensive effective tobacco prevention and control activities.

- a. Involve and assist community groups that are representative of the demographic, geographic, and socio-economic diversity in the target community.
 - b. Involve and assist community groups that are at high risk for tobacco-related health disparities.
 - c. Involve youth in planning and implementation of Coalition comprehensive tobacco prevention and control activities.
 - d. Involve local institutions of higher learning, junior colleges, and trade schools for planning and implementation of Coalition comprehensive tobacco prevention and control activities. Involve local law enforcement, local public health agencies, Education Service Centers (ESCs), Prevention Resource Centers (PRCs), community substance abuse prevention, intervention, and treatment providers, mental health treatment providers, local school districts, civic/volunteer organizations, faith-based groups, businesses, and local media for planning and implementation of Coalition comprehensive tobacco prevention and control activities.
7. Develop a TPCC year-one evaluation report that outlines and details outcomes and accomplishments for the TPCC comprehensive community-based tobacco prevention and control activities, including evidence-based prevention, enforcement, cessation, tobacco-related health disparities and secondhand smoke strategies. The purpose of this evaluation is to provide the Coalition and stakeholders with a summary report of activities, processes, and results, which allows the Coalition to recognize Coalition achievements, including capacity gains and short- and long-term outcomes.
- a. Acknowledge stakeholders' work over the first two years of funding.
 - b. Identify approaches that worked, and devise steps to ensure they're used in the future.
 - c. Grantee must use the Evaluation Report template provided by the DSHS-funded statewide evaluation contractor. Grantee shall submit the TPCC Evaluation Report **DRAFT/outline** for Contract period September 1, 2019, to August 31, 2020, by June 15, 2020.
 - d. Submit TPCC Evaluation Report for Contract period September 1, 2019, to August 31, 2020, by August 31, 2020.
8. Develop measurable project goals and objectives for the strategic plan that are directly related to the target community in Service Area that impact those goals and are designed to prevent and reduce the prevalence and incidence of the use of tobacco products and related consequences.
9. Select and implement culturally appropriate tobacco prevention and control strategies including environmental policies, programs, and/or practices and direct service activities that are proven to be effective in research settings and communities for each of the goal areas.

- a. Implementation strategies shall primarily be logically linked to high-risk target populations identified in the needs assessment.
 - b. Environmental strategies shall be linked to CDC's evidence-based MAPPs strategies, commonly known as MAPPs: Media, Access, Point of Purchase/Promotion, Price, and Social Support Services.
 - c. Implement sustainability plan and cultural competency plan strategies reported to DSHS in FY2020 no later than August 31, 2020.
 - d. Conduct outreach communication and education to support all tobacco prevention and control strategies, and report efforts on a quarterly basis using DSHS Tobacco Prevention and Control Branch template.
10. Convene local high school age youth groups to engage youth in changing social norms, and exposing pro-tobacco influences following CDC's Best Practices for Comprehensive Tobacco Control Programs User Guide, Youth Engagement, State and Community Interventions Category.
- a. All school districts in the Coalition's target area must be contacted for participation in the youth engagement initiatives.
 - b. Youth groups shall be linked to the DSHS branded "Say What!" youth movement in collaboration with Texas State University, Texas School Safety Center (TxSSC). "Say What!" stands for Students, Adults, and Youth Working Hard Against Tobacco.
 - c. Youth interventions shall include outreach communications and education activities.
 - i. Provide media literacy for involved youth.
 - ii. Conduct public awareness activities such as press releases, educational messages for social media, local events, and health promotion activities.
 - iii. Youth interventions shall focus on social norm change for the environment rather than the individual.
11. Youth interventions shall involve youth in local policy work at the school and/or community level to:
- a. Educate local school boards and School Health Advisory Committees regarding tobacco-free laws and policies.
 - b. Collaborate with local law enforcement and school-based police to restrict minors' access to tobacco products.
12. Ensure Coalition has at least one youth apply to become a Teen Ambassador(s) on the Youth Advisory Board, Texas Teen Ambassadors. This will occur in conjunction with the "Say What!" Summer Conference in the summer of 2020.
13. Make travel arrangements for, register, and send youth participants and sponsors (a minimum of 2 adults and 10 youth) to one regional Tobacco-Free Teen Leadership Summit sponsored by the TxSSC during Contract year September 1, 2019, to August 31, 2020. Grantee shall pay for the participants' travel expenses to attend the Tobacco-Free Teen Leadership Summit. Grantee is responsible for recruiting youth and adult participants from youth groups within the Coalition's target area.

14. Make travel arrangements for, register, and send youth participants and sponsors (a minimum of 2 adults and 10 youth) to the “Say What!” Texas Tobacco-Free Statewide Conference sponsored by the TxSSC in the summer of 2020. Grantee shall pay for the participants’ travel expenses to attend the “Say What!” Texas Tobacco-Free Statewide Conference. Grantee is responsible for recruiting youth and adult participants from youth groups within the Coalition’s target area.
15. Conduct local activities to educate the public on the benefits of remaining tobacco-free during Texas Tobacco-Free Kids Day, Red Ribbon Week, World No Tobacco Day, Great American Smoke-Out, and Great American Spit-Out.
 - a. Coordinate Texas Tobacco-Free Kids Day promotion and activities with statewide events sponsored by TxSSC.
 - b. Report all Texas Tobacco-Free Kids Day activities conducted by the Coalition to TxSSC using the online reporting system.
16. Conduct local outreach communication and education activities that raise awareness of the Coalition and tobacco prevention and control efforts in the Service Area. Report local outreach communication and education activities to DSHS Tobacco Prevention and Control Branch quarterly. Reports are due the 15th following the quarter being reported. Submit quarterly reports to DSHS by December 15th, March 15th, June 15th and September 15th.
17. Coordinate and cooperate with identified DSHS contractors for coalition training, evaluation and youth outreach in order to meet project goals at the local and state levels.

III. TRAINING:

Grantee shall:

- A. Make travel arrangement for, and send a minimum of one (1) Coalition member and two (2) Coalition staff members to TPCC Contractor meetings in Austin to be held in Fall 2019 and Spring 2020. A Coalition member is defined as someone who volunteers their time to be a part of the TPCC, whose salary is not paid for through the TPCC Contract. A Coalition staff member is someone who is hired to specifically work on this Contract.
 1. Make travel arrangements for, and send a minimum of one (1) Coalition youth coordinator to the two (2) Coalition Contractor meetings to receive training in Youth Engagement Initiative strategies. Grantee shall pay for the Coalition youth coordinators’ travel expenses. Coalition youth coordinator must complete training in Youth Engagement Initiative strategies by August 31, 2020, for Contract period September 1, 2019, to August 31, 2020.

2. Ensure that the Coalition’s youth coordinator staff participates in two (2) online Youth Engagement Initiative training workshops offered by the TxSSC at <http://txsaywhat.com/>. Coalition’s youth coordinator staff participation in online

Youth Engagement Initiative training workshops must be completed by August 31, 2020, for Contract period September 1, 2019, to August 31, 2020.

3. Ensure that the Coalition staff and community stakeholders participate in at least one (1) in-person Strategic Prevention Framework (SPF) training and complete a yearly sustainability checklist provided by the DSHS tobacco coalition training contractor, Texans Standing Tall. The Coalition shall also ensure that Coalition staff receives technical assistance in local application of the SPF process. Technical assistance will be provided on a monthly basis via phone calls by the DSHS Technical Assistance Provider, Texans Standing Tall. Coalition staff and community stakeholder participation in SPF trainings must be completed by August 31, 2020, for Contract period September 1, 2019, to August 31, 2020.
4. Ensure that the Coalition evaluator participates in the quarterly evaluation team training provided by the state, with two visits being in-person in Austin, TX. Coalition evaluator's participation in quarterly evaluation team training must be completed by August 31, 2020, for Contract period September 1, 2019, to August 31, 2020. Grantee must ensure that its TPCC sends the TPCC local evaluator and appropriate Comprehensive Program staff to the quarterly evaluation team meetings. Reasonable travel expenses for the statewide meetings in Austin will be paid through the Contract.

IV. AUTHORITY:

Grantee shall comply with the following:

1. Education Code, §38.006;
2. Government Code, §403.105, §556.0055, § 556.006;
3. Health & Safety Code, §§12.011, 161.081-161.0901, 161.251-161.257, 161.301-302; and
4. Penal Code, §§48.01-48.015.

V. REPORTING REQUIREMENTS:

Grantee's duty to submit documents survives the termination or expiration of this Contract. Submit all reports to the DSHS Tobacco Prevention and Control Branch mailbox at tobacco.free@dshs.texas.gov.

Report Name	Due Date
Financial Status Report (FSR)	Due last business day of the month following the end of each quarter of the Contract term. * Final Financial Status Report (FSR) due within 45 days after Contract end date.
Performance Measures and Narrative	15 th of the month following the month being reported
TPCC Evaluation Report DRAFT	June 15, 2020
TPCC Evaluation Report	August 31, 2020
County Epidemiological Assessment Report	May 15, 2020
Outreach Communications and Education	Reports are due the 15th of the month following the quarter being reported; except for the last quarter.

Report Name	Frequency	Period Begin	Period End	Due Date
Performance Measures and Narrative	Monthly	09/01/2019	08/31/2020	15 th of the month following the month being reported
Financial Status Reports (FSR)	Quarterly	09/01/2019	11/30/2019	12/31/2019
FSR	Quarterly	12/01/2019	02/29/2020	04/01/2020
FSR	Quarterly	03/01/2020	05/31/2020	07/01/2020
FSR	Quarterly	06/01/2020	08/31/2020	09/15/2020
Outreach Communications and Education Report	Quarterly	09/01/2019	11/30/2019	12/15/2019
Outreach Communications and Education Report	Quarterly	12/01/2019	02/29/2020	03/15/2020
Outreach Communications and Education Report	Quarterly	03/01/2020	05/31/2020	06/15/2020
Outreach Communications and Education Report	Quarterly	06/01/2020	08/31/2020	08/31/2020
TPCC Evaluation Report Draft/Outline	Annually	09/01/2019	08/31/2020	06/15/2020
TPCC Evaluation Report	Annually	09/01/2019	08/31/2020	08/31/2020

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Grantee's expenditures on a quarterly basis. If expenditures are below what is projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Service Area is as designated in the most recent version of Section X. "Service Area" of this Contract. System Agency may renew this Contract at System Agency's sole discretion.

VI. PERFORMANCE MEASURES

The following Performance Measures will be used to assess, in part, Grantee's effectiveness in conducting the activities described in the Contract. Grantee shall submit all reports monthly on performance measures to DSHS via email to Tobacco.Free@dshs.texas.gov. For each month's performance, Grantee shall submit the reports by the 15th day of the following month using the template provided.

Grantee shall meet the following Performance Measures:

FY2020 Key Performance Measures	Sept - Nov	Dec - Feb	March - May	June - Aug	Annual
Number of new written community agreements (Memoranda of Understanding)	5	5	5	5	20
Number of renewed written community agreements (Memoranda of Understanding)	15	0	0	0	15
Number of Coalition meetings conducted	2	2	3	2	9
Number of epidemiological workgroup meetings conducted to collect and analyze data	1	1	1	1	4
Number of adults (not including staff or contractors) receiving Coalition training	5	5	15	5	30
Number of youth receiving Coalition training	0	5	10	5	20
Number of youth receiving curriculum-based training	20	30	30	30	110
Number of youth involved in tobacco alternative activities	15	15	45	15	90
Number of adults involved in tobacco alternative activities	5	5	15	5	30
Number of tobacco prevention presentations	8	14	22	18	62
Number of adults attending tobacco presentations	25	35	75	45	180
Number of youth attending tobacco presentations	50	60	90	60	260
Number of cessation consultations with health care providers and health care systems	6	8	9	9	32
Number of new worksite consultations	8	10	12	12	42
Number of follow-up worksite consultations	0	14	8	16	38
Number of environmental, regulatory, and/or legal strategies implemented or changed	0	0	0	1	1

In addition, Grantee shall submit all reports as noted above in Section V. Reporting Requirements of this Contract by the date indicated.

Performance Measure Description	Target
Number of new written community agreements (Memoranda of Understanding)	20
Number of renewed written community agreements (Memoranda of Understanding)	15
Number of Coalition meetings conducted	9
Number of epidemiological workgroup meetings conducted to collect and analyze data	4
Number of adults (not including staff or contractors) receiving Coalition training	30
Number of youth receiving Coalition training	20
Number of youth receiving curriculum-based training	110
Number of youth involved in tobacco alternative activities	90
Number of adults involved in tobacco alternative activities	30
Number of tobacco prevention presentations	62
Number of adults attending tobacco presentations	180
Number of youth attending tobacco presentations	260
Number of cessation consultations with health care providers and health care systems	32
Number of new worksite consultations	42
Number of follow-up worksite consultations	38
Number of environmental, regulatory, and/or legal strategies implemented or changed	1

VII. ELIGIBLE POPULATIONS:

All residents living within the coalition target area as defined in this Contract.

VIII. BILLING INSTRUCTIONS:

A. Grantee shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
 Claims Processing Unit, MC1940
 1100 West 49th Street
 PO Box 149347
 Austin, TX 78714-9347
 FAX: (512) 776-7442
 EMAIL: invoices@dshs.texas.gov
cmsinvoices@dshs.texas.gov

B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-1 of the Contract.

IX. FUNDING:

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Tobacco Prevention and Control Branch will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

X. SERVICE AREA:

The communities served and targeted include the following counties: Alvin, Columbia-Brazoria, Pearland, Angleton, Damon, Sweeny, Brazosport, and Danbury. Zip codes are as follows: 77422, 77430, 77463, 77480, 77486, 77511, 77515, 77531, 77534, 77541, 77566, 77577, 77578, 77583, and 77584.

**ATTACHMENT B-1
BUDGET**

Contract No. HHS000061500002

Categorical Budget: September 1, 2019 – August 31, 2020

PERSONNEL	\$166,245.00
FRINGE BENEFITS	\$46,781.00
TRAVEL	\$11,388.00
EQUIPMENT	\$0.00
SUPPLIES	\$12,500.00
CONTRACTUAL	\$33,750.00
OTHER	\$45,678.00
TOTAL DIRECT CHARGES	\$316,342.00
INDIRECT CHARGES	\$33,658.00
TOTAL	\$350,000.00
Match	\$0.00
Total Budget	\$350,000.00