

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000446500001
AMENDMENT NO. 1
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **NORTHEAST TEXAS PUBLIC HEALTH DISTRICT** (“Grantee”), who are collectively referred to herein as the “Parties,” to that certain Contract effective May 16, 2019, and denominated as DSHS Contract No. HHS000446500001, now desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract duration; make additional funds available in support of the services provided under the Contract; and modify the Contract Statement of Work.

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

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of **September 30, 2021**.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended by adding funding for the period of **OCTOBER 1, 2019** through **SEPTEMBER 30, 2020** in the amount of **\$125,000.00**. The total not-to-exceed amount of the Contract for the period of **OCTOBER 1, 2019** through **SEPTEMBER 30, 2020** is increased to **\$200,000.00**.
3. **SECTION IV** of the Contract, **BUDGET**, is also hereby amended by adding funding for the period of **OCTOBER 1, 2020** through **SEPTEMBER 30, 2021** in the amount of **\$200,000.00**. The total not-to-exceed amount of this Contract through **SEPTEMBER 30, 2021** is increased to **\$475,000.00**.
4. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, REVISED BUDGET**.
5. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby supplemented with the addition of **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
6. **ATTACHMENT B** of the Contract, **BUDGET**, is hereby supplemented with the addition of **ATTACHMENT B-1, REVISED BUDGET**.
7. This Amendment shall be effective on the date of the last signature below.
8. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page to Follow

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000446500001**

DEPARTMENT OF STATE HEALTH SERVICES NORTHEAST TEXAS PUBLIC HEALTH DISTRICT

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

DocuSigned by:
George T. Roberts, Jr.
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By: _____
Name: George T. Roberts, Jr.

Associate Commissioner, Community Health Improvement Chief Executive Officer
Title: _____

Date of Execution: March 25, 2020

Date of Execution: March 25, 2020

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

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

ATTACHMENTS FOLLOW

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

I. GRANTEE RESPONSIBILITIES

Grantee will provide System Agency with evidence of activity implementation related to two initiatives, the Community and Clinical Health Bridge (CCHB) project and the Texas Physical Activity and Nutrition (TXPAN) project, both of which aim to reduce the impact of obesity and related chronic diseases in the State of Texas through locally driven clinical and community systems-level enhancements.

A. For the CCHB project, Grantee is responsible for coordinating with clinical and community partners within their service area to implement a minimum of two priority strategies and at least one optional strategy. Priority Strategies consist of:

- PS1 Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and
- PS2 Facilitate evidence-based education and training for providers, patients, and the community to ensure consistent messaging of reliable health information and collaboration.

Optional Strategies consist of:

- OS1 Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications;
- OS2 Coordinate comprehensive data collection, analysis, and management to evaluate implementation activities and determine overall impact on health outcomes at the population level;
- OS3 Engage community and clinical partners to strengthen partnerships and increase sustainability;
- OS4 Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

Grantee selected the following optional strategy(ies):

- OS1 Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications
- OS2 Engage community and clinical partners to strengthen partnerships and increase sustainability;
- OS3 Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

Additionally, Grantee will:

1. Conduct activities based on the CCHB Fiscal Year 2020 Work Plan approved by DSHS. Work plan activities are based on the strategies selected above. The work plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that work plan activities may be completed.

2. Conduct evaluation activities based on the CCHB FY20 Evaluation Plan approved by DSHS. The evaluation plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that evaluation plan activities may be completed. Approved activities must assess progress in the following focus areas:
 - a. Partnerships: The quality, contributions and impacts of the partnerships created or enhanced through this funding opportunity.
 - b. Process: The extent to which the work plan was implemented as planned.
 - c. Program Outcomes: The extent to which activities outlined in the work plan yielded the intended results.
- B.** For the TXPAN project, Grantee is responsible for coordinating with state and community partners within their jurisdiction to implement activities within four strategies:
- T1 Implement food service guidelines (FSG) in worksites and in community settings in multiple venues to increase the availability of healthy foods.
 - a. Provide training and technical assistance to food service staff at a minimum of one (1) large procurement entity and/or one (1) food distribution system to help facilitate healthy food service implementation such as appropriate portion sizes, healthier entrée recipes, healthier cooking methods, promotion of healthier items, and how to track sales/procurement of healthier items.
 - b. Implement a comprehensive set of venue-appropriate behavioral design strategies that increase healthier food choices and decrease unhealthier food choices at a minimum of one (1) large procurement entity and/or food distribution system.
 - c. Provide technical assistance to organizations for operationalizing food service guidelines to align with the *Food Service Guidelines for Federal Facilities*.
 - T2 Implement interventions supportive of breastfeeding that address one or more of the following: 1) maternity care practices in birthing facilities, 2) continuity of care/ community support, and 3) workplace compliance with the federal lactation accommodation law.
 - a. Work with key stakeholders to develop comprehensive community-based breastfeeding support programs in the workplace to bolster the existing worksite accommodation laws.
 - b. Provide training and technical assistance on community-based breastfeeding support to local breastfeeding organizations, hospitals, community-based clinics, and work sites, especially among those that serve at-risk populations.

- c. Provide employers with resources and technical assistance to help them comply with federal and state regulations on breastfeeding support in the workplace and supply examples of how the federal law can be implemented in a variety of work settings.
 - d. Promote the Texas Mother Friendly Worksite criteria and program as a recognition opportunity for businesses to establish comprehensive, high-quality lactation facilities in the workplace.
- T3 Implement and integrate nutrition and physical activity standards into local early care and education (ECE) systems.
- a. Complete a county-level profile and landscape assessment documenting current nutrition and physical activity standards and levels of support for ECE providers to meet these standards.
 - b. Engage ECE directors and staff to present the GO NAP SACC online self-assessment and training platform. Grantee will help identify areas in practices, policies, and physical environments needing improvement to meet best practices.
 - c. Grantee will participate in planning calls and training webinar(s) with the Go NAPSACC provider University of North Carolina at Chapel Hill to learn use of the platform's online tools and resources.
 - d. Grantee will identify/engage three (3) ECEs expressing interest in implementing the Go NAPSACC program.
- T4 Collaborate with partners to connect sidewalks, paths, bicycle routes, public transit with homes, early care and education, schools, worksites, parks, or recreation centers through implementing master plans and land use interventions, such as establishing new or improved pedestrian, bicycle, or transit systems.
- a. Grantee will collaborate with City of Tyler Metropolitan Planning Organization (TylerMPO) to facilitate updates to the ActiveTyler initiative that emphasize public health strategies that better address connectivity and active transportation throughout the Tyler and across Smith County.
 - b. Grantee will submit to DSHS an interim report identifying the key targets, opportunities, and barriers highlighted in discussions by city leaders and other stakeholders.

Additionally, Grantee will:

1. Conduct activities based on the TXPAN Fiscal Year 2020 Work Plan approved by DSHS. Work plan activities are based on the strategies above. The work plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that work plan activities may be completed.

2. Conduct evaluation activities based on the TXPAN FY20 Evaluation Plan approved by DSHS. The evaluation plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that evaluation plan activities may be completed.

- C. Develop and submit an annual success story with two (2) photographs and two (2) photograph release forms to DSHS for both the CCHB and TXPAN projects (i.e., 2 stories, 4 photographs, and 4 photograph release forms in total). Success story drafts must be reviewed and approved by DSHS prior to the final version submission date for both projects. Success story draft and final due dates are as follows:

Success Stories	Period Covered	Due Date
FY20 Draft, with 2 photographs and 2 photo release forms	From contract start date to 9/30/2020	08/01/20
FY20 Final	From contract start date to 9/30/2020	09/30/20
FY21 Draft, with 2 photographs and 2 photo release forms	10/01/20 – 09/30/21	08/01/21
FY21 Final	10/01/20 – 09/30/21	09/30/21

- D. Develop and submit annual work plans (1 for CCHB and 1 for TXPAN submitted separately) in preparation for fiscal years 2021 and 2022 to DSHS. The work plans must contain activities that support the project strategies as well as staff/organizational responsibility and timeframe. Work plan drafts (1 for each project) must be reviewed and approved by DSHS prior to the final version submission date. Work Plan drafts and final due dates are as follows:

Work Plan	Period Covered by the Work Plan	Due Date
FY21 Draft	10/01/20 – 09/30/21	08/01/20
FY21 Final	10/01/20 – 09/30/21	09/30/20
FY22 Draft	10/01/21 – 09/30/22	08/01/21
FY22 Final	10/01/21 – 09/30/22	09/30/21

- E. Develop and submit annual evaluation plans (1 for CCHB and 1 for TXPAN submitted separately) in preparation for fiscal years 2021 and 2022 to DSHS. Evaluation plans must contain activities that evaluate progress toward the project strategies and activities submitted in the work plan. Evaluation plan drafts (1 for each project) must be reviewed and approved by DSHS prior to the final version submission date. Evaluation Plan drafts and final due dates are as follows:

Evaluation Plan	Period Covered by the Evaluation Plan	Due Date
FY21 Draft	10/01/20 – 09/30/21	08/01/20
FY21 Final	10/01/20 – 09/30/21	09/30/20
FY22 Draft	10/01/21 – 09/30/22	08/01/21
FY22 Final	10/01/21 – 09/30/22	09/30/21

- F. Participate in monthly feedback calls (i.e., monthly project status reports) with DSHS to be conducted on or before the 15th of each month of the contract term, unless otherwise agreed to in writing by DSHS. On the calls, Grantee will discuss the following for both the CCHB and TXPAN projects: 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added between Grantee and DSHS.
- G. Submit two quarterly Progress Reports to DSHS, one for CCHB and one for TXPAN. The information and documentation required in the Progress Reports will be based on the project strategies. Progress report due dates are as follows:

Progress Report #	Period Covered	Due Date
FY20 Quarter 2	From contract start date to 03/31/20	04/15/20
FY20 Quarter 3	04/01/20 – 06/30/20	07/15/20
FY20 Quarter 4	07/01/20 – 09/30/20	10/15/20
FY21 Quarter 1	10/01/20 - 12/31/20	01/15/21
FY21 Quarter 2	01/01/21 – 03/31/21	04/15/21
FY21 Quarter 3	04/01/21 – 06/30/21	07/15/21
FY21 Quarter 4	07/01/21 – 09/30/21	09/30/21

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/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) 458-7442
 EMAIL: invoices@dshs.texas.gov and cmsinvoice@dshs.texas.gov

- B. Grantee will be paid in accordance with the Budget in Attachment B-1 of this Contract.
- C. All invoices must reference Contract # and PO# once issued.

**ATTACHMENT B-1
REVISED BUDGET**

	10/1/2019-9/30/2020	10/1/2020-9/30/2021
PERSONNEL	\$82,415.00	\$105,387.00
FRINGE BENEFITS	\$22,732.00	\$22,732.00
TRAVEL	\$5,616.00	\$4,765.00
EQUIPMENT	\$0.00	\$0.00
SUPPLIES	\$6,900.00	\$2,400.00
CONTRACTUAL	\$10,500.00	\$13,500.00
OTHER	\$60,477.00	\$37,696.00
TOTAL DIRECT CHARGES	\$188,640.00	\$186,480.00
INDIRECT CHARGES	\$11,360.00	\$13,520.00
TOTAL	\$200,000.00	\$200,000.00
Match	\$0.00	\$0.00
Total Budget	\$200,000.00	\$200,000.00