

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000543700001  
AMENDMENT NO. 1**

The Department of State Health Services (DSHS) and Consumer Wellness Solutions, Inc. (Contractor), collectively referred to as the Parties to that certain Contract effective September 1, 2020 and denominated DSHS Contract No. HHS000543700001, now want to amend the Contract.

Whereas, DSHS has chosen to exercise its option to renew the Contract in accordance with Contract Section II, Duration;

Whereas, the Parties want to make additional funds available and amend the Statement of Work in support of the services provided under the Contract.

Whereas, the Parties want to revise Attachment A, the Statement of Work, to state that the Tobacco Cessation Quitline will be closed on certain holidays;

Whereas, the Parties want to revise the Statement of Work to require Contractor to submit Performance Measure Reports quarterly instead of monthly;

Whereas, the Parties want to revise the Statement of Work to clarify that Contractor will be required to submit information about the quit rate for the year only if DSHS has approved Contractor's evaluation plan;

Whereas, the Parties want to revise the Statement of Work to state that Contractor will provide one designated staff member to provide technical assistance to health systems; and

Whereas, the Parties want to renumber certain Sections of the Statement of Work to reflect the addition of a new Section I.A.1.

The Parties therefore agree as follows:

1. Section II of the Contract, Duration, is hereby amended to reflect a revised termination date of August 31, 2023.
2. Section IV of the Contract, Budget, is hereby amended to add \$1,446,963.00 to the Contract for the period of September 1, 2021 to August 31, 2022 (Fiscal Year 2022), and \$1,446,963.00 to the Contract for the period of September 1, 2022 to August 31, 2023 (Fiscal Year 2023), for a total not-to-exceed amount of \$4,340,889.00.
3. Attachment B of the Contract, Budget, is hereby supplemented with Attachment B-1, Budget for Fiscal Year 2022 and Fiscal Year 2023.
4. The Parties agree to the following revisions to Attachment A, Statement of Work:

- 1) The first paragraph of Section I.A. is hereby deleted and replaced with the following:

Contractor will:

A. Provide a toll-free telephone-based Tobacco Cessation Quitline (Quitline). The Quitline will provide no-charge cessation counseling services to Texans ages thirteen and older wanting to quit tobacco products. Optum Registration Intake Specialists and Quit Coaches® are available to answer calls to the Quitline 24 hours a day, seven days a week including all holidays except Independence Day, Thanksgiving Day, and Christmas Day. In addition, Optum will close at 2:00 p.m. CT on Christmas Eve and at 5:00 p.m. CT on New Year's Eve.

1. Holiday Closures:

- a) Independence Day: July 4 - close at 1:59 a.m. CT; closed remainder of July 4; July 5 - open at 2:00 a.m. CT
- b) Thanksgiving Day: Thanksgiving Day - close at 1:59 a.m. CT; closed remainder of Thanksgiving Day; day after Thanksgiving - open at 6:00 a.m. CT
- c) Christmas Eve: December 24 - close at 2:00 p.m. CT
- d) Christmas Day: December 25 - remain closed all day; December 26 - open at 6:00 a.m. CT
- e) New Year's Eve: December 31 - close at 5:00 p.m. CT; January 1 - open at 6:00 a.m. CT

- 2) Section I.A.2.d.ii. is hereby deleted and replaced with the following:

- ii. Contractor shall submit a Performance Measure Report quarterly using the approved Performance Measures Plan submitted with the Solicitation Response.

- 3) Section I.A.2.d.viii. is hereby deleted and replaced with the following:

- viii. Contractor shall submit an annual summary report of the monthly information as well as a quit rate for the year, if DSHS has approved the evaluation, and other conclusions based on the year's call volume and counseling sessions.

- 4) Section I.A.2.g.iii. is hereby deleted and replaced with the following:

- iii. Contractor shall provide one designated staff member who is available to provide Technical Assistance to health systems. Contractor will develop an onboarding process for new health systems to support integration of online referrals from EHRs to the Texas Tobacco Quitline.

5. Section I.A.1., Agency Goals, and Section I.A.2., Program Requirements, are renumbered as Sections I.A.2. and I.A.3., respectively.
6. Attachment A of the Contract, the Statement of Work, is hereby supplemented with Attachment A-1, the Statement of Work for Fiscal Year 2022 and Fiscal Year 2023.

7. This Amendment shall be effective on the date of the last signature below.
8. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000543700001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CONSUMER WELLNESS SOLUTIONS, INC.**

DocuSigned by:  
By: Jennifer Sims  
FF74006FBA6747E...

Name: Jennifer Sims

Title: Deputy Commissioner

DocuSigned by:  
By: Judd Schiltz  
4F006DEA2FFA449...

Name: Judd Schiltz

Title: Director of Finance

Date of Execution: May 21, 2021

Date of Execution: May 20, 2021

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A-1 FY22-23 STATEMENT OF WORK  
ATTACHMENT B-1 FY22-23 BUDGET**

**ATTACHMENTS FOLLOW**

**ATTACHMENT A-1  
STATEMENT OF WORK  
FISCAL YEARS 2022 AND 2023**

**I. CONTRACTOR RESPONSIBILITIES**

Contractor will:

A. Provide a toll-free telephone-based Tobacco Cessation Quitline (Quitline). The Quitline will provide no-charge cessation counseling services to Texans ages thirteen and older wanting to quit tobacco products. Optum Registration Intake Specialists and Quit Coaches® are available to answer calls to the Quitline 24 hours a day, seven days a week including all holidays except Independence Day, Thanksgiving Day, and Christmas Day. In addition, Optum will close at 2:00 p.m. CT on Christmas Eve and at 5:00 p.m. CT on New Year's Eve.

1. Holiday Closures:

- a) Independence Day: July 4 - close at 1:59 a.m. CT; closed remainder of July 4; July 5 - open at 2:00 a.m. CT
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- c) Christmas Eve: December 24 - close at 2:00 p.m. CT
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- e) New Year's Eve: December 31 - close at 5:00 p.m. CT; January 1 - open at 6:00 a.m. CT

B. These services will be provided in both English and Spanish and will be provided by live Qualified Counselors throughout the Contract term. Youth 13 to 17 years of age are permitted to participate in the tobacco cessation counseling Quitline services, without parental consent. DSHS shall promptly notify Contractor of any change in any laws or regulations that would prohibit such youth from participating in Quitline services.

The services will include screening, counseling, advice and appropriate support materials to assist those attempting to quit. The telephone counseling will include one to five sessions for those callers who are identified as being ready to quit. Services will also be offered via web-based communications that may include email, texting or chat rooms in English and Spanish. In addition, callers from selected areas of the state will also receive no-cost Nicotine Replacement Therapy (NRT) through the Quitline as part of their cessation treatment protocol. Callers that are identified as not ready to quit may request available resources.

Individuals may refer themselves to the Quitline through telephone or website at [www.yesquit.org](http://www.yesquit.org). Individuals may also be referred by a clinician through a fax or online referral form, both of which can be found at or through an electronic health record (EHR) or electronic medical record system. Contractor will provide feedback to those clinicians who are Health Insurance Portability and Accountability Act (HIPAA)-compliant in a manner and format that is similar to how the clinician made the referral to the Quitline.

C. Provide technical assistance and coordinate activities with DSHS, health care providers, community-based organizations and researchers on an as-needed basis. Contractor must have the capacity to serve the cultural and ethnic diversity of the Texas population as well as be able to meet the needs of those callers with a history of mental health or substance abuse health issues. Contractor must also be able to serve the needs of youth who wish to use Quitline cessation services. Contractor must have the capacity to work with health systems to integrate tobacco cessation interventions into health systems' EHR systems.

1. Agency Goals

- a) Increase tobacco cessation among young people and adults.
- b) Provide free NRT to eligible Texas residents.
- c) Expand the use of electronic referrals to the Quitline by integrating smoking cessation interventions into health systems' EHRs.

2. Program Requirements

- a) Intake and Enrollment Calls
  - i. Contractor shall operate a convenient, toll-free, bilingual (English/Spanish), dial-in telephone-based system to assist tobacco users ages 13 and older in quitting by providing screening, counseling, supportive materials and referral for tobacco cessation assistance. Individuals will be able to call in 24/7 and speak with a live Tobacco Cessation Quitline staff member. If an individual calls during hours when Qualified Counselors are not available, the staff member answering the call will take contact information and a Qualified Counselor will return the call within 48 hours or at a time requested by the caller. In 2019, 12,853 registered callers made an estimated 73,403 calls to the Tobacco Cessation Quitline. However, these numbers may vary from year to year.
  - ii. Contractor shall establish a customer-friendly method for handling calls from persons who speak languages other than English or Spanish in order that those callers will also receive appropriate services.
  - iii. Contractor shall ensure the safety and security of the call taker's physical environment so as to prevent accidental release of caller's personally identifying information or the details of the conversations between the callers and call takers.
  - iv. Contractor shall ensure that 80% of all calls are answered within 30 seconds.
- b) Cessation Counseling
  - i. Contractor shall provide comprehensive phone counseling for callers who express readiness to quit. Counseling will include up to five telephonic counseling sessions and will be based on protocols demonstrated effective in randomized clinical trials. Cessation support materials will be made available, upon request, to interested callers. Counseling will be available on a 24/7 basis.

- ii. Contractor shall work with DSHS to link callers with appropriate resources for comprehensive follow-up support services and local support; provide technical assistance to community-based organizations, state agencies and health care providers; and act as a statewide resource regarding cessation issues to individuals and public and private entities.
  - iii. Contractor shall maintain a statewide, computerized referral resource database of local cessation services for adults by county. Contractor will coordinate activities with DSHS.
  - iv. Contractor shall ensure that all staff are appropriately trained as Qualified Counselors prior to placing them in a position to provide services to the public. This does not prevent staff that are being monitored from answering calls as part of their training.
  - v. Contractor shall ensure the privacy and confidentiality of persons calling the Quitline.
- c) Nicotine Replacement Therapy (NRT)
- i. Contractor shall be responsible for obtaining and delivering NRT products (including but not limited to patches, gum, and lozenges) to callers who are enrolled in counseling. NRT will be provided to specific targeted populations identified by DSHS throughout the state. Contractor shall provide up to a two-week supply of NRT to participants.
  - ii. Individuals receiving NRT must be 18 or older.
  - iii. Pregnant women must have a physician's approval to receive NRT.
- d) Reporting
- i. Contractor shall provide an evaluation plan for DSHS approval, in which the Contractor will conduct a comprehensive post-counseling follow-up seven months after participant receives Quitline services, to evaluate participant outcomes. This plan will need to be submitted to DSHS annually, upon request, for the purpose of reporting to the Centers for Disease Control and Prevention. In the past, this seven-month evaluation has surveyed over 2,000 Quitline phone program participants and over 500 web program participants. Participants will be sampled over a 12-month period. The evaluation sample should be large enough to compare quit rates between demographics and utilization of quit services.
  - ii. Contractor shall submit a Performance Measure Report quarterly using the approved Performance Measures Plan submitted with the Solicitation Response.
  - iii. Contractor shall provide a monthly service delivery report that includes the number and percentage of referrals contacted within 48 hours, the number of calls and percentage of calls answered within 30 seconds, the number of Qualified Counselors and intake staff, and average caller wait time to be transferred to the appropriate staff member. DSHS will monitor performance measures and will work with Contractor to ensure

- service delivery is satisfactory.
- iv. Contractor shall work with DSHS staff, evaluators, and stakeholders in designing, implementing, evaluating and sharing the results of their evaluation and performance. Contractor may be asked to share data directly with DSHS, federal partners, and DSHS stakeholders, as needed.
  - v. Contractor shall submit a Quality Assurance Report to DSHS annually, using the approved Quality Assurance Methodology submitted with the Solicitation Response. Contractor shall submit a monthly report on activities, including call volume; number of enrolled callers; calls by age and gender, education level, marital status, government employment, sexual orientation, race and ethnicity, insurance coverage, number of previous quit attempts, how long the caller has used tobacco, and caller's current state of quitting; daily call volume; calls by county; calls by DSHS-funded coalitions; and calls by Texas Public Health Region. Reports will be separated to show this information for telephone and web-based users independently. The data included in and formatting of the reports must be assessed and accepted by DSHS. The reported data and formatting must be adjusted as needed upon DSHS request. Data collected from caller will not prevent appropriate services from being provided.
  - vi. Contractor shall maintain an interactive Data Dashboard from the date of Contract execution. The Data Dashboard will display key indicators including call volume; number of enrolled callers; calls by age and gender, education level, marital status, government employment, sexual orientation, race and ethnicity, insurance coverage, number of previous quit attempts, how long the caller has used tobacco, and caller's current state of quitting; daily call volume; calls by county; and calls by Texas Public Health Region. The items in the dashboard can be adjusted by DSHS as the need for additional information arises to meet new opportunities and demands. Contractor will work with DSHS to create and finalize the dashboard and determine the frequency of updating the dashboard.
  - vii. Contractor shall collect data following the guidelines contained in the North American Quitline Consortium Minimum Data Standards with the addition of state-specific questions. Additional information on minimum data standards can be found at <https://www.naquitline.org/page/mds>.
  - viii. Contractor shall submit an annual summary report of the monthly information as well as a quit rate for the year, if DSHS has approved the evaluation, and other conclusions based on the year's call volume and counseling sessions.
  - ix. Contractor shall run data reports and data extracts on the same day to ensure consistency across reports and extracts and will submit reports to DSHS on the 15th of every month.
  - x. Contractor shall provide DSHS with both a Data Dictionary and a Data Code Book for the data sets provided to DSHS. Contractor will provide



updated Data Dictionary and Data Code Book anytime there is a modification. Contractor may be asked to provide statistical data analysis programs used to generate the reports for validation purposes. Contractor will provide Data Dictionary and Data Code Book within one week if any changes are made.

- xi. Contractor shall maintain a stable, reliable, and accurate data collection and reporting mechanism. Contractor will consult with DSHS on any reporting and service delivery changes prior to implementation.
- xii. Contractor shall provide separate monthly data extracts for call-based data and referral-based data.

e) Web-Based Services

- i. Contractor shall provide web-based counseling/quit-coach services through the Internet. Services will be available on a 24-hour, seven-day-a-week basis in English and Spanish. Services will utilize multiple means of communication, which may include but are not limited to: electronic mail (email), chat and/or texting.

f) Texting

- i. Contractor shall provide general texting-based services to participants who choose to enroll in texting services. This texting service may be automated and will be in addition to the five counseling calls.
- ii. Contractor may provide interactive texting-based services to help enroll and support youth Quitline participants who wish to quit vaping.

g) Technical Assistance

- i. Contractor shall provide technical assistance to health care providers who make referrals to the Texas Tobacco Quitline.
- ii. Contractor shall maintain a method for interfacing with electronic medical records or EHR systems using national standards for the secure transfer of protected health information, such as HL7. Contractor will stay current with changing national standards, implementing them in a timely fashion in a manner that does not disrupt previously established connections with referring clinicians.
- iii. Contractor shall provide one designated staff member who is available to provide technical assistance to health systems. Contractor will develop an onboarding process for new health systems to support integration of online referrals from EHRs to the Texas Tobacco Quitline.
- iv. Contractor shall maintain a system for electronic patient referrals to the Texas Tobacco Quitline from health systems.
- v. Contractor shall conduct ongoing maintenance to ensure new and existing connections are functioning properly and remedy any issues in a timely fashion to avoid service interruptions. This service will be built by Contract execution date.
- vi. Contractor shall, within 30 days of Contract execution, develop a method to ensure that electronic referrals from health systems' EHRs

- are not duplicated.
- vii. Contractor shall provide technical assistance to DSHS-funded coalitions, as needed.

If the Contractor fails to provide the services as specified in this Contract or fails to achieve any of the Contract milestones within 10 days of the deadline, the Contractor agrees to pay DSHS \$500 per business day as liquidated damages to cover losses, expenses and damages for each and every business day upon which the Contractor fails to achieve completion of the milestone work or the entire project.

## **II. PERFORMANCE MEASURES**

DSHS will monitor Contractor's performance of the requirements in the Statement of Work 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.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](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov)

- B. Contractor will be paid on a monthly basis and in accordance with the Budget in Attachment B-1 of this Contract.

**ATTACHMENT B-1  
BUDGET FOR FISCAL  
YEARS 2022 AND 2023**

<b>Deliverable</b>	<b>Amount</b>	<b>Detail</b>
Deliverable 1: Intake and Enrollment Calls: General Information, intake, technical assistance and referral calls	\$35.00 per intake and enrollment call x 13,050 participants = <b>\$456,750.00</b>	<ul style="list-style-type: none"> <li>• Contractor shall provide service availability for an estimated annual intake volume of approximately 13,050 unique individual callers per year. Services shall be available on a 24/7 basis in at least English and Spanish with access to translation services for other languages found in Texas.</li> <li>• Contractor shall provide self-help materials to callers as requested, technical assistance to health care providers, and up-to-date community referrals for callers to the Quitline.</li> </ul>
Deliverable 2: Cessation Counseling	\$39.00 per session for 13,050 participants = <b>\$508,950.00</b>	<ul style="list-style-type: none"> <li>• Contractor shall provide telephone counseling to an estimated 13,050 callers per year utilizing the 5-session brief counseling protocol. Services will be available 24/7 in at least English and Spanish.</li> <li>• Contractor shall provide free re-enrollment if caller has completed counseling but would like to participate in counseling again up to two enrollments within a 12-month period.</li> </ul>
Deliverable 3: Web-Based Services	\$35.00 x 1,652 participants = <b>\$57,820.00</b> \$17.00 x 5,318 texting clients = <b>\$90,406.00</b>	<ul style="list-style-type: none"> <li>• Contractor shall provide online web-coach to an estimated 1,652 individuals per year. These individuals will be enrolled in services through the telephone intake process or self-enroll directly online. Services will be provided 24/7 in English and Spanish.</li> <li>• Contractor shall provide cessation support through texting to an estimated 5,318 clients on cellular telephones per year.</li> </ul>
Deliverable 4: Nicotine Replacement Therapy (NRT)	\$37.50 per 2 weeks shipment of NRT x 6,738 participants = <b>\$252,675.00</b>	Contractor shall provide up to 2 weeks of NRT to participants. This will be provided to an estimated 6,738 clients.
Deliverable 5: Reporting	\$1,260.00 x 12 Monthly Reports = <b>\$15,120.00</b> \$46,242.00 x 1 Annual Report = <b>\$46,242.00</b> \$19,000.00 x 1 Dashboard Development & Maintenance= <b>\$19,000.00</b>	<ul style="list-style-type: none"> <li>• Contractor will submit monthly reports providing the national Minimal Data Standards, state-specific data, and evaluation of Quitline effectiveness related to cessation rates, coordinate data transfer to the Centers for Disease Control and Prevention to meet national data requirements, and provide customized report information as requested.</li> <li>• Contractor will develop and maintain an interactive data dashboard for use by DSHS and stakeholders.</li> </ul>
<b>Total Dollar Amount Not to Exceed</b>	<b>\$1,446,963.00</b>	