

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000766900001
AMENDMENT NO. 1**

The **Department of State Health Services** (“System Agency” or “Receiving Agency”) and **Texas A&M University** (“Performing Agency” or the “Contractor”), each a “Party” and collectively the “Parties” to DSHS Contract No. HHS000766900001 effective September 1, 2020 (the “Contract”), now desire to amend the Contract.

Whereas, DSHS wants to amend the Statement of Work.

The Parties **therefore** agree as follows:

- 1. Attachment A – Statement of Work** of the Contract is hereby deleted in its entirety and replaced with **Attachment A – Statement of Work (Revised October 2020)**.
- 2.** This Amendment shall be effective on the date of the last signature below.
- 3.** Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
- 4.** Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page to follow

SIGNATURE PAGE FOR AMENDMENT NO. 1

DSHS CONTRACT NO. HHS000766900001

DEPARTMENT OF STATE HEALTH SERVICES

TEXAS A&M UNIVERSITY

By: DocuSigned by:
Manda Hall, M.D.
202CEA5A9C164E2...
Signature of Authorized Representative

By: DocuSigned by:
Lester Crenwelge
7A70024C467C481...
Authorized Representative

Manda Hall, M.D.
Printed Name

Lester Crenwelge
Printed Name

Associate Commissioner, Community Health Improvement
Title

Assistant Director, Contracts & Grants
Title

October 27, 2020
Date of Signature

October 27, 2020
Date of Signature

THE FOLLOWING DOCUMENT IS ATTACHED TO THIS AMENDMENT AND ITS TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

ATTACHMENT AStatement of Work (Revised October 2020)

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ATTACHMENT FOLLOWS

ATTACHMENT A STATEMENT OF WORK (Revised October 2020)

I. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A.** Administer the *Texas Youth Tobacco Survey*, a statewide public policy survey of tobacco use among Texas middle school and high school students in grades 6-12;
- B.** Use DSHS' approved Texas Youth Tobacco Survey (Survey Instrument) to determine rates of and non-specific risk factors related to tobacco initiation, tobacco cessation, and exposure to the DSHS Program messages as requested by the Program (Survey).
- C.** Complete two Surveys: the first, no later than December 31, 2020, and the second, no later than May 31, 2021; and
- D.** Release de-identified Survey data to DSHS (or its designee) and any person or entity that requests the data pursuant to the Public Information Act.

II. REPORTING REQUIREMENTS

Contractor shall perform each of the following Tasks and shall submit all the corresponding documents to the Tobacco Free mailbox at Tobacco.free@dshs.texas.gov by the designated due date.

Task No. 1: Prepare Progress Reports

Contractor shall provide monthly written progress reports. These reports shall summarize Project activities during the current month, discuss Project activities planned for the next month, and communicate any issues or problems that need to be addressed with the Program project manager. Progress reports are due the 15th business day following the month being reported.

Task No. 2: Produce Survey Instrument and Other Materials for 2021 Survey

- A.** Development and Production Survey Instrument
 - 1.** DSHS will provide the Contractor with the sample Survey Instrument.
 - 2.** Contractor shall select a vendor for printing the Survey Instrument and shall ensure that a sufficient number of copies of the Survey Instrument is printed.
 - 3.** Contractor will program the survey online for schools/districts who prefer web-based administration. Survey Instrument and recruiting materials must be completed by November 1, 2020.
- B.** Development and Production of Other Materials
 - 1.** Contractor shall modify the previously developed recruitment materials, print and mail the modified recruitment materials to the school districts as part of recruitment for participation in the Survey.
 - 2.** Contractor shall prepare materials that are part of the implementation.

3. Contractor shall also participate in regional and other appropriate tobacco prevention meetings as suggested by DSHS with the objective of motivating attendees to help with recruitment.
4. Contractor participation via telephone or other technological means is acceptable.

C. Institutional Review Board Requirement

1. In accordance with federal requirements, the Contractor shall ensure that any research involving human subjects related to the activities in this Program Attachment is reviewed and approved by the Contractor's Institutional Review Board.
2. The Contractor shall investigate any allegations of scientific misconduct against its own regular or contract employees, which shall be reported to DSHS in the monthly progress report.

Task No. 3: Sample Design for 2021 Survey

- A.** The sampling methodology will be identical to that used in the 2020 Texas Youth Tobacco Survey administration.
1. Contractor shall produce a representative sample of students in middle schools (grades 6-8) and high schools (grades 9-12) across the state.
 2. The sampling methodology will also be designed to produce a representative sample of students in middle schools (grades 6-8) and high schools (grades 9-12) in the Tobacco Prevention and Control Coalition (TPCC) service areas.
- B.** Contractor shall recruit all school districts in the TPCC service areas and the randomly selected schools in the statewide sample to participate in the 2021 survey.
1. Contractor shall randomly select classrooms from a list of classes obtained from each participating school/district.
 2. Classes from each school/district shall be randomly selected so that each student enrolled in the school/district has a chance of participating in the Survey.
 3. Considerations should be made to account for the differences between students participating in the survey online and students participating in the survey in-person in an effort to reduce bias in survey responses.
 4. The sampling methodology shall be provided to DSHS.

Task No. 4: Recruit Schools/Districts and Survey Administration for 2021 Survey

- A.** Contractor shall recruit Texas public school districts in the designated TPCC service areas and schools randomly selected in the statewide sample beginning October 1, 2020.
- B.** Contractor shall notify each school/district in the sample by mailing or emailing a recruitment packet in September to school/district contacts. The initial packet shall include a letter advising that the school/district has been selected to participate in the 2021 Texas Youth Tobacco Survey.
1. The initial packet shall include additional supporting documents (i.e. Frequently Asked Question Guide, copy of Survey Instrument, instructions for online distribution of the survey instrument) that describe the details of the Survey and the terms of the offer.

2. Where possible, Contractor shall send e-mails to the appropriate school/district contacts in addition to mailed packets.
 3. Contractor shall work with local TPCC to follow up with phone contacts to the schools/districts to clarify the study objectives and to discuss in detail how the Survey should be administered.
 4. Contractor shall make contact with all schools/districts early on to allow for the resolution of scheduling conflicts and other potential difficulties.
- C. Contractor shall include in the monthly progress report a summary of schools/districts contacted for participation in the Survey.
- D. Contractor shall ensure that all schools/districts participating in the Survey receive their Survey materials via FedEx or email two weeks before scheduled implementation and/or upon receipt of signed Confirmation of Parental Notification.
1. Contractor shall ensure that Survey administration takes place beginning in early December 2020.
 2. Contractor shall produce a Survey Administration Guide, which instructs school/district personnel on a number of issues, such as the importance of remaining unobtrusive during Survey administration and of respecting the confidentiality of a student's answers (Guide).
 3. The Guide shall also contain answers to questions likely to be asked by students, parents/guardians and school personnel, and a script to be read during administration of the Survey that ensures that a standard set of instructions is given to all students.
 4. Contractor shall ensure that each individual conducting the Survey receives a copy of the Guide.
- E. Contractor's staff shall be available for phone consultation or email correspondence with school/district personnel involved in the Survey weekly, during business hours (8:00 a.m. – 5:00 p.m., Monday through Friday) from initial recruitment through the schools/districts receipt of final reports.
- F. Contractor's duty to consult with schools/districts concerning Survey results shall survive the termination or expiration of this Contract but shall expire two years from the ending date of the term of this Contract.
- G. DSHS shall not assume Contractor's travel costs to schools/districts to discuss the Survey in person. Contractor shall advise the schools/districts that the district must assume associated costs.
- H. Contractor shall ensure that Survey administration is completed by the last day of the 2021 school year.
- I. Contractor shall provide incentives to school districts in the Tobacco Prevention and Control Coalition service areas and individual campuses in the statewide sample for their participation in the Survey.
- J. Incentives should include providing school districts/campuses the option to receive a cash payment or a district summary/campus summary report of survey responses

(dependent on school district response rate) for that district/school upon completion of survey administration for school/district participation.

- K.** Contractor anticipates a survey participation rate of approximately 70 statewide campuses. At the time that 70 campuses register for the survey, Contractor will discontinue active recruitment of remaining schools in the sample. If the participation rate is not achieved, Contractor shall use remaining incentive funds to assist with programmatic changes to the production of final reports.

Task No. 5: Data Scanning and Processing for 2021 Survey

- A.** Contractor, upon receipt of the completed Surveys from the individual schools/districts, shall continue to process the data in the agreed-upon manner that has evolved over the course of the Project.
- B.** Contractor shall code these returned materials by district and by campus, cut the materials to a form conducive to the optical scan process, and scan the materials.
- C.** Contractor shall perform careful record-keeping and conduct random quality assurance checks to ensure that all materials are properly handled and processed.
- D.** Data scanning and processing must be completed by August 30, 2021.
- E.** Contractor shall monitor all aspects of programming protocols to ensure the accuracy of all computer-generated outputs.
- F.** Contractor shall provide all data programs to DSHS staff prior to their use for independent checks.

Task No. 6: Prepare and Deliver Final Coalition Data Sets and Reports for 2021 Survey

- A.** Contractor shall use the newest version of Stata (or comparable statistical analysis software) to ascertain standard error estimates.
- B.** Contractor shall perform quality checks for all DSHS Youth Tobacco Survey Stata programs using existing data to ensure each program is working properly.
- C.** Contractor shall provide all data programs to DSHS staff prior to their use for independent checks. The 2021 Final Statewide and Coalition Datasets and Reports along with accompanying documentation (including data dictionary and methods report) must be submitted to DSHS by October 1, 2021.
- D.** Contractor shall create and submit a data dictionary indicating brief descriptions of the data and variables used.
- E.** Contractor shall also submit a methods report describing the Survey Instrument, explanation of sampling design and weighting methods, school recruitment success rate, survey response rate, administration procedures, data entry and analyses, and quality control measures.

1. Methods report may also include recruitment materials, Survey Instrument, and other supporting materials. Contractor shall submit the 2021 Final Statewide and Coalition Datasets and Reports in an electronic format approved by DSHS.
 2. The report shall contain data in the DSHS-provided table shells (including unweighted frequencies, weighted frequencies, weighted percentage, and upper and lower confidence intervals.)
 3. The format shall meet the requirements in the Texas Department of Information Resources rule at Title 1 Texas Administrative Code, Subchapter B: State Agency Web Sites; Section 206.50 for accessibility, web content and web pages unless DSHS waives the application of a particular provision in that rule. The rule is found at: <http://www.sos.state.tx.us/tac/index.shtml>. Contractor shall submit all reports, documentation, and other information required to be furnished by Contractor to DSHS at the following email address: Tobacco Free Mailbox at Tobacco.free@dshs.texas.gov.
- F. Contractor shall respond to DSHS' ad hoc data requests in a timely manner. Contractors time dedicated to ad hoc requests should not exceed 20 hours. Formatted results should be submitted within one week for data analysis requiring five or less hours of work. Data analysis requiring less than 10 hours of work, should be responded to within two weeks.

III. DELIVERABLES

Contractor shall fulfill the deliverable(s) for each Task listed below by the designated due date.

TASK	DUE DATE
No. 1. Written Progress Reports	Monthly – No later than the 15th calendar day after the end of the reporting month
No. 2. Printed Instrument & Recruiting Materials for 2021 Survey	November 1, 2020
No. 3. Sample Design & Selection for 2021 Survey	November 1, 2020
No. 4. School Districts Recruited & Survey Administration for 2021 Survey	June 2, 2021
No. 5. Data Scanned & Processed for 2021 Survey	August 31, 2021
No. 6. Final State & Coalition Data Sets & Reports for 2021 Survey. Include the following: A. Create and submit data dictionary (codebook); and B. Methods Report	October 1, 2021

IV. INVOICE AND PAYMENT

- A. Contractor shall 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. Contractor will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.
- C. Pursuant to Texas Government Code, Section 771.008(d), if Receiving Agency does not accept the Services or finds an error in the invoice, it shall notify Contractor of the fact in writing as soon as possible within the 30-day period and make payment within 10 days after the date the Parties agree that the problems are corrected, or the error resolved.