

INTERAGENCY COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001340200001

The Health and Human Services Commission (“HHSC” or “Receiving Agency”) and the Department of State Health Services (“DSHS” or “Performing Agency”), each a “Party” and collectively the “Parties,” enter into the following agreement to support the Texas Tobacco Quitline (“TTQL”), which provides no-charge cessation coaching services for Texans 13 years of age and older under the Performing Agency’s Tobacco Quitline Program (“SA/TOB-DSHS”) (the “Contract”), pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the Texas Government Code.

I. CONTRACT REPRESENTATIVES

The following persons will act as the Representative authorized to act on behalf of their respective Party.

Performing Agency (DSHS)

Amanda Mendez
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin Texas 78756
Telephone No.: 512-776-2118
E-Mail: Amanda.mendez@dshs.texas.gov
Agency No.: 537

Receiving Agency (HHSC)

Kia Charles
Health and Human Services Commission
P.O. Box 149347
Austin Texas 78714
Telephone No.: 512-206-5140
E-Mail: kia.charles02@hhs.texas.gov
Agency No.: 537

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in Attachment A, Statement of Work.

III. CONTRACT PERIOD AND RENEWAL

This Contract is effective on September 1, 2023 and terminates on August 31, 2024, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$523,275.00, as provided for in Attachment A.

VI. BASIS FOR CALCULATING REIMBURSABLE COSTS

The overall Contract amount was calculated based off providing phone and web quit services and offering nicotine replacement therapy to a minimum of 2,500 Texans. Performing Agency will be reimbursed according to the following table:

DELIVERABLES	COST
Quarter 1 Service Delivery Report	\$130,818.75
Quarter 2 Service Delivery Report	\$130,818.75
Quarter 3 Service Delivery Report	\$130,818.75
Annual Report	\$130,818.75
CONTRACT TOTAL	\$523,275.00

VII. LEGAL NOTICES

Legal notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Receiving Agency (HHSC)

Health and Human Services Commission
4601 W. Guadalupe St. (MC 1100)
Austin, Texas 78751
Attention: Office of the Chief Counsel

With a copy to:**Performing Agency (DSHS)**

Department of State Health Services
1100 W. 49th Street (MC 1919)
Austin, Texas 78756
Attention: General Counsel

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VIII. Certifications

A. The undersigned Parties certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
 2. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
 3. The proposed arrangements serve the interest of efficient and economical administration of state government; and
 4. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.
- B.** The Performing Agency (DSHS) further certifies that it has statutory authority to contract for the services described in this Contract under Chapters 12 and 1001 of the Texas Health and Safety Code.
- C.** The Receiving Agency (HHSC) further certifies that it has statutory authority to contract for the services described in this Contract under Section 531.0055, of the Texas Government Code.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001340200001

DEPARTMENT OF STATE HEALTH SERVICES
Performing Agency

HEALTH AND HUMAN SERVICES COMMISSION
Receiving Agency

By:

DocuSigned by:
Manda Hall, M.D.
202CEA5A9C16AE2
Signature of Authorized Representative

By:

DocuSigned by:
Roderick Swan
E79F19B7A71B4AD...
Signature of Authorized Representative

Roderick Swan

Associate Commissioner

August 30, 2023

Date of Signature

August 31, 2023

Date of Signature

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

- ATTACHMENT AStatement of Work**
- ATTACHMENT A-1 Statement of Work Supplemental**
- ATTACHMENT BHealth and Human Services (HHS) Data User Agreement (Governmental Entity, Version 8.5)**
- ATTACHMENT C [Federal] Assurances (Non-construction Programs)**
- ATTACHMENT D [Federal] Certification Regarding Lobbying**

ATTACHMENTS FOLLOW

ATTACHMENT A

STATEMENT OF WORK

I. BACKGROUND AND PURPOSE

- A.** Tobacco use remains the leading cause of preventable death and disease in the United States. According to recent research conducted by Columbia University, there has been an increase in nicotine and tobacco use in response to COVID-19 attributed to an increase in stress related fears about the virus, job uncertainty/instability, and the psychological effects of extended isolation.¹
- B.** The current COVID-19 pandemic has further exacerbated the harmful effects of tobacco and nicotine use. The current global pandemic has disproportionately affected people of color, as one-third of COVID-19 deaths in Texas are due to racial health disparities, impacting both Hispanics and Black Americans at higher rates both at the state and national level. These groups are less likely to have health insurance or a regular health care provider and are more likely to work in jobs and conditions with a higher exposure to the virus.² The combination of all of these factors could limit Texan’s access to free and convenient cessation services.
- C.** The Health and Human Services Commission (“HHSC” or “Receiving Agency”) plans to provide funds to the Department of State Health Services (“DSHS” or “Performing Agency”) to support the Texas Tobacco Quitline (TTQL). TTQL is a no-charge cessation coaching services for Texans ages thirteen and older wanting to quit tobacco products through telephone and web services.

II. GOALS

- A.** To increase access to tobacco cessation services to a minimum of 2500 young people (ages 13-18) and adults; and
- B.** To provide free nicotine replacement therapy (NRT) to a minimum of 2500 eligible Texas residents (18 years old and older) who elect to use TTQL Phone Quit and/or Web Quit.

III. SERVICE AREA

TTQL services shall be provided in all counties in the HHS region. See the following link:

<https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf>

¹ COVID-19 Lockdown Linked to Uptick in Tobacco Use, Columbia Mailman School of Public Health. Retrieved March 2021 from <https://publichealth.columbia.edu/public-health-now/news/covid-19-lockdown-linked-uptick-tobacco-use>

² Turner, Ani, “Economic Impacts of Health Disparities in Texas 2020: An Update in the Time of COVID-19”, Retrieved March 2021 from <https://www.houstonpublicmedia.org/app/plugins/pdfjs-viewer-shortcode/pdfjs/web/viewer.php?file=https://cdn.hpm.io/wp-content/uploads/2021/01/14101406/Econ-Impacts-of-Health-Disparities-Texas-2020-FINAL-002.pdf&dButton=true&pButton=true&oButton=false&sButton=true#zoom=auto&pagemode=none>

ATTACHMENT A

STATEMENT OF WORK

IV. POPULATION OF FOCUS

- A. The population of focus for the TTQL program is individuals living in Texas who are 13 years of age and older.

V. DSHS RESPONSIBILITIES

DSHS shall:

- A. Provide funds to the TTQL Program to increase access to cessation services for Texans. Cessation services shall include:
 - 1. Intake and enrollment;
 - 2. Telephone cessation coaching;
 - 3. Online cessation coaching; and
 - 4. Nicotine replacement therapy;
- B. Provide Quarterly Service Delivery Reports that include:
 - 1. Number of Texans enrolled in TTQL phone services by county;
 - 2. Number of Texans enrolled in TTQL web services by county;
 - 3. Number of Quitline Calls completed;
 - 4. Number of NRT; and
 - 5. Number of Texans that receive services and identify a substance use or mental health condition during intake.
- C. Provide Annual Report that includes:
 - 1. Annual summary report of quarterly service delivery reports; and
 - 2. Preliminary Annual Quit rate.

VI. DELIVERABLE REQUIREMENTS

- A. DSHS shall submit required reports of activities to HHSC by the applicable due dates outlined under this Section.
- B. The following reports must be submitted to HHSC through SUD Mailbox (SUD.Contracts@hhs.texas.gov), and/or an alternate HHSC deliverable reporting submission system described by the due date documented below in **Table 1: Submission Requirements**.
 - 1. DSHS shall submit quarterly service delivery reports in accordance with requirements documented above in Section V (DSHS Requirements).
 - 2. DSHS shall submit Annual Report in accordance with requirements documented above in Section V.
 - 3. DSHS shall submit State Fiscal Year 2024 Contract Closeout documentation.

ATTACHMENT A

STATEMENT OF WORK

4. DSHS shall submit a CMBHS Security Attestation Form by September 15th and March 15th.
5. DSHS' duty to submit the documents required under this Contract shall survive the termination or expiration of the Contract.

TABLE 1: SUBMISSION REQUIREMENTS			
Deliverable	Due Date	Submission System	Cost
Quarter 1 Service Delivery Report	December 31st	SUD Mailbox	\$130,818.75
Quarter 2 Service Delivery Report	March 31st	SUD Mailbox	\$130,818.75
Quarter 3 Service Delivery Report	June 30th	SUD Mailbox	\$130,818.75
Annual Report	Annual Report due 45 days after Contract end date	SUD Mailbox	\$130,818.75
CMBHS Security Attestation Form and List of Authorized Users	September 15th and March 15th	SUD Mailbox	\$0.00
Closeout documents	Annual Reports due 45 days after Contract end date	SUD Mailbox	\$0.00

- C. DSHS is required to obtain access to CMBHS and SUD Mailbox for the duration of the Contract.
- D. HHSC shall monitor DSHS' performance of the requirements specified in this Attachment and its compliance with the terms and conditions of the Contract.
- E. Liquidated damages or other appropriate remedies for DSHS' failure to provide key deliverables within the stated timeline may require corrective measures to include Liquidated

ATTACHMENT A
STATEMENT OF WORK

Damages. Liquidated damages can be found in **Attachment E. Additional Provisions, Version 1.0.**

VII. BILLING AND PAYMENT

- A. Upon completion, submission and HHSC approval of deliverables above in Section VI, DSHS shall submit the invoice via CMBHS.
- B. DSHS shall provide the services and deliverables described in this Contract in the time and manner prescribed within the not-to-exceed amount of this Contract.
- C. DSHS shall bill, and HHSC shall remit funds to DSHS, based on fixed costs per deliverable incurred in accordance with Chapter 771 of the Texas Government Code (Interagency Cooperation Act) and 2 CFR Part 200, up to the total amount of this Contract.
- D. DSHS shall maintain, and produce to HHSC, records that adequately identify and support deliverables accomplished in the performance of this Contract.

VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

DSHS shall:

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current;
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information;
- C. Notify the CMBHS Help-desk within 10 business days of any change to the designated Security Administrator or the back-up Security Administrator;
- D. Ensure that access to CMBHS is restricted to only authorized users. DSHS shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data;
- E. In addition to CMBHS Helpdesk notification, submit a signed CMBHS Security Attestation Form and a list of Contractor's employees, contracted laborers and subcontractors Contractor has authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before September 15th and March 15th, to the designated folder in SUD Mailbox; and
- F. Attend HHSC training on CMBHS documentation.

Attachment A-1
STATEMENT OF WORK SUPPLEMENTAL

A. CONTRACT INFORMATION

Governmental Entity Name	Department of State Health Services
Governmental Entity TIN	35375375371
Contract Type	Prevention
Payment Method	Deliverable
Solicitation Type	Exempt; Government entity

B. SERVICE AREA

Services or activities will be provided to individuals from the following counties:

All / Statewide

C. RENEWALS

Contract renewals are contingent on the availability of funding.

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  Manda Hall, M.D.</p> <p>202CEA5A9C164E2...</p>	<p>TITLE</p> <p>Associate Commissioner, Community Health Improvement</p>
<p>APPLICANT ORGANIZATION</p> <p>Department of State Health Services</p>	<p>DATE SUBMITTED</p> <p>August 30, 2023</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Department of State Health Services

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Manda Middle Name:

* Last Name: Hall Suffix:

* Title: Associate Commissioner, Community Health Improvement

*** SIGNATURE:**

DocuSigned by:

Manda Hall, M.D.

*** DATE:**

August 30, 2023

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