



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER



P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

August 20, 2010

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this unit as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS has new General Provisions that impact the attached contract. Please review these changes carefully.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:

Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347

Physical Address for Overnight Mail:

Client Services Contracting Unit MC 1886
Department of State Health Services
1100 West 49th Street
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Jeanette Vrabel at 512-458-7111 ext. 2151 or via email at Jeanette.Vrabel@dshs.state.tx.us.

Sincerely,

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-036913 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and FORT BEND COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$328,080.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2011-036913-001 Tobacco Community Coalition
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: FORT BEND COUNTY
Address: 301 JACKSON ST STE 533
RICHMOND, TX 77469-3108
Vendor Identification Number: 17460019692055

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

FORT BEND COUNTY

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO.2011-036913
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000366097

CONTRACTOR: FORT BEND COUNTY

DSHS PROGRAM: Tobacco Community Coalition (SA/TCC)

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK

A. PURPOSE:

The Tobacco Program Community 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, political 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 campaigns to place pro-health messages on tobacco control, promote the adoption of public and private tobacco control policies, and monitor program implementation. The Contractor shall provide a 20% match (in kind or monetary) for programmatic activities such as local media, administration or operating costs. The Contractor shall serve as a member of, and manage, the Tobacco Prevention and Control Coalition and shall ensure that the Coalition implements the activities funded under this Program Attachment. The Coalition will implement steps of the Strategic Prevention Framework (SPF) in the targeted county by convening a County Epidemiological/Evaluation Workgroup (CEW) to develop a County Epidemiological Report, mobilizing the Coalition, developing a strategic plan and implementing evidence-based strategies and evaluating activities that are designed to address tobacco use and tobacco-related health consequences.

The Contractor shall ensure that the Coalition conducts activities in the Program Service Area 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

B. SERVICE REQUIREMENTS:

The Contractor shall ensure that the Coalition conducts the following activities:

1. Conduct an annual needs assessment that determines the tobacco use and related health consequences and tobacco-related health disparities within the targeted community in the Program Service Area stated below. Conduct a community resource assessment that identifies existing strengths and assets of community tobacco prevention and control and substance abuse prevention programs and other services in the targeted community in the Program Service Area stated below. Convene a CEW to conduct the needs and resource assessment and prepare a County Epidemiological Assessment Report. The County Epidemiological Assessment Report is due to DSHS on June 15, 2011.

2. Hire a professional evaluator for evaluation of the Coalition's processes and outcomes and lead the CEW processes. Seven to ten % (7 to 10%) of the contract amount shall be allocated to the local evaluation. The contractor shall ensure that the DSHS evaluation deliverables are met.
3. Coordinate with DSHS surveillance contractors to enhance the implementation of statewide (ATS, BRFSS, YTS) youth and adult surveys in the target community. The contractor shall contact all school districts in target community to promote the implementation of the YTS.
4. 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.
5. 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 ethnic, 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.
 - e. Involve local law enforcement, Education Service Centers, Prevention Resource Centers, community substance abuse prevention 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.
6. Develop and implement a culturally appropriate strategic plan that outlines and details a plan for the comprehensive community-based tobacco prevention and control activities, including evidence-based prevention, enforcement, cessation, tobacco-related health disparities and secondhand smoke strategies. The strategic plan shall address all goal areas of the DSHS Tobacco Prevention and Control Program 2008 – 2013 strategic plan. The strategic plan is due to DSHS on August 15, 2011.
7. Develop measurable project goals and objectives for the strategic plan that are directly related to the target community in the Program Service Area stated below, that impact those goals and are designed to prevent and reduce the prevalence and incidence of the use of tobacco products and related consequences. Select and implement culturally appropriate tobacco prevention and control strategies including both 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. Implementation strategies shall be logically linked to community problems identified in the needs assessment.
8. 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. Youth groups shall be linked to the DSHS branded youth movement in collaboration with Texas State University, Texas School Safety Center.
 - b. Youth interventions shall include counter-marketing and media advocacy and be linked to the DSHS statewide media campaign messages.
 - i. Provide media literacy for involved youth
 - ii. Conduct public awareness activities such as press releases, local events, and health promotion activities
 - c. Youth interventions shall focus on social norm change for the environment rather than the individual. Youth interventions shall involve youth in local policy work at the school and/or community level to:
 - i. Conduct ongoing Store Alert Project activities and reporting
 - ii. Collaborate with local law enforcement to restrict minors' access to tobacco products
 - iii. Participate in education of local schools, communities, and businesses regarding tobacco-free policies.

9. Identify at least one youth leader, representing the Coalition to apply to serve as Teen Ambassador(s) on the Youth Advisory Board.
10. The contractor shall make travel arrangements for, and send youth participants and sponsors (2 adults and 10 youth) to a regional youth tobacco leadership summit sponsored by the Center for State Communities and Schools. The contractor shall pay for the participants' travel expenses.
11. Conduct local activities to educate the public on the benefits of remaining tobacco-free during Texas Tobacco-Free Kids Day, World No Tobacco Day, and Great American Smokeout.
12. Conduct local media activities (i.e. radio, television, cable, billboards, newspaper, promotional items or merchandise) that raise awareness of the Coalition and reinforce the DSHS statewide media campaign messages. (The contractor shall not conduct individual media campaigns). A minimum of 15% of the contract shall be spent on local media activities.

C. TRAINING:

The contractor shall ensure that Coalition staff and members of the Coalition participate in training and technical assistance provided by the state. The contractor shall make travel arrangements for, and send, Coalition staff and/or Coalition members, and youth participants and sponsors (a minimum of 8 adults and 20 youths) to the annual Tobacco Conference at The Woodlands in July, 2011. Contractor shall pay for, or obtain scholarships for, the participants' travel expenses.

The contractor shall make travel arrangement for, and send a minimum of 1 Coalition member and 2 Coalition staff members to two TPCC Contractor meetings in Austin to be held in the fall and spring of the fiscal year. The contractor shall make travel arrangements, and pay for the participants lodging, per diem, and travel to Austin.

The contractor shall ensure that the Coalition staff and community stakeholders participate in training in each of the steps of the SPF provided by the DSHS prevention training contractor. The coalition shall also ensure that Coalition staff receive technical assistance in local application of the SPF process.

The contractor shall ensure that the Coalition evaluator participate in the quarterly evaluation team training provided by the state. The contractor shall make travel arrangements for, and send, the evaluator to the trainings in Austin.

D. OTHER REQUIREMENTS:

Contractor shall comply with the following:

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

SECTION II. PERFORMANCE MEASURES

The following Performance Measures will be used to assess in part, the Contractor's effectiveness in conducting the activities described in Program Attachment. The Contractor shall submit all reports monthly on performance measures to DSHS through the DSHS electronic clinical management system. For each month's performance, the Contractor shall submit the reports by the 15th day of the following month:

PERFORMANCE MEASURES:

	<u>Sep-Nov</u>	<u>Dec-Feb</u>	<u>Mar-May</u>	<u>Jun-Aug</u>	<u>Annual Goal</u>
Number of tobacco media contacts	2	6	6	6	20
Number of youth receiving information	600	600	400	200	1800
Number of adults receiving information	500	400	400	200	1500

Number of new written community agreements	0	3	3	3	9
Number of tobacco prevention presentations	15	15	15	10	55
Number of tobacco media awareness activities	1	3	3	3	10
Number of renewed written community agreements	5	5	5	5	20
Number of adults attending tobacco presentations	125	125	125	125	500
Number of youth attending tobacco presentations	1000	400	600	1500	3500
Number of Work Site Cessation Services Consultations	15	15	15	15	60
Number of youth receiving education/skills training	80	70	60	40	250
Number of youth involved in tobacco alternative activities	550	550	550	550	2200
Number of adults involved in tobacco alternative activities	800	300	300	300	1700
Number of cessation consultations with Health Care Providers	45	45	45	45	180
Number of environmental, regulatory or legal strategies implemented or changed	0	0	0	1	1

SECTION III. PROGRAM SERVICE AREA:

The contractor shall conduct tobacco prevention and control program activities in the following identified and approved target community:

Fort Bend

SECTION IV. ELIGIBLE POPULATIONS:

Male

Female

SECTION V. SOLICITATION DOCUMENT:

Exempt: Governmental Entity

SECTION VI. RENEWALS:

The Coalition is funded through 81st Texas Legislature appropriations for the current biennium from September 1, 2009 through August 31, 2011.

SECTION VII. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VIII. BILLING INSTRUCTIONS:

The contractor shall submit all bills and reports to the Department through the DSHS electronic clinical management system at least monthly.

The contractor shall submit all reports, documentation, and other information required to be furnished by Contractor to DSHS at the following address:

Linda Hello Contract Manager
Department of State Health Services
Mental Health and Substance Abuse Contracts Management Unit (MC2058)
909 West 45th Street, Bldg. 4
Austin, TX 78751
Email: linda.hello@dshs.state.tx.us
Phone: (512) 206-5984
Fax: (512) 206-5782

SECTION IX. PROGRAM STRATEGIES:

The following strategies are approved and shall be maintained through this Contract:

<u>Program</u>	<u>Percentage of Effort</u>
Tobacco Com & Local Coalitions	100.00%

SECTION X . FUNDING:

The contractor shall contribute an amount equal to at least twenty percent (20 %) of the total DSHS Share of the Program Attachment expenditures in matching cash or in-kind contributions from sources eligible to be used for matching purposes.

Funding Source: State

DSHS Share: \$328,080.00

Contractor Share: \$65,616.00

Program Income: \$0.00

Match Required: \$65,616.00

SECTION XI. SPECIAL PROVISIONS:

Not Applicable

Categorical Budget:

PERSONNEL	\$54,600.00
FRINGE BENEFITS	\$10,647.00
TRAVEL	\$2,732.00
EQUIPMENT	\$0.00
SUPPLIES	\$21,813.00
CONTRACTUAL	\$149,159.00
OTHER	\$154,745.00
TOTAL DIRECT CHARGES	\$393,696.00
INDIRECT CHARGES	\$0.00
TOTAL	\$393,696.00
DSHS SHARE	\$328,080.00
CONTRACTOR SHARE	\$65,616.00
OTHER MATCH	\$65,616.00

Total reimbursements will not exceed \$328,080.00

Financial status reports are due: 10/15/2010, 11/15/2010, 12/15/2010, 01/17/2011, 02/15/2011, 03/15/2011, 04/15/2011, 05/16/2011, 06/15/2011, 07/15/2011, 08/15/2011, 09/15/2011

The budgeted indirect cost amount is based on a cost allocation plan that must be submitted for review to DSHS no later than the 60th calendar day after the effective date of the contract.