

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039679 (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 \$221,180.00, 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 09/01/2011 and ends on 08/31/2012. 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:
 - 2012-039679-001 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.

9-8-11 copy received

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.

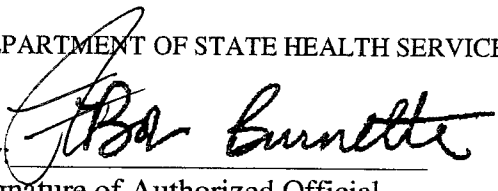
8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

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

By: 
Signature of Authorized Official

Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

FORT BEND COUNTY

By: 
Signature

Date

Robert Hebert, County Judge
Printed Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address for Official Correspondence

CONTRACT NO.2012-039679
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: FORT BEND COUNTY

DSHS PROGRAM: Tobacco Community Coalition (SA/TCC)

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK

A. PURPOSE:

The Tobacco Prevention and Control 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 25% 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 (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 Section III. Program Service Area of this Program Attachment that meets 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. Contractor shall submit all documents identified below to the Substance Abuse mailbox (SA mailbox) at SubstanceAbuse.Contracts@dshs.state.tx.us by the required due dates.
2. Conduct an annual needs assessment that determines the tobacco use and related health consequences and tobacco-related health disparities within the targeted community in Section III, 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 Section III, 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, 2012.
3. Hire a professional evaluator for evaluation of the Coalition's processes and outcomes and lead the CEW processes. Seven to ten percent (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.
 4. Coordinate with DSHS surveillance contractors to enhance the implementation of statewide [Behavioral Risk Factor Surveillance System (BRFSS), and Youth Tobacco Survey (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.
 5. 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.
 6. 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. Provide DSHS College Tobacco Survey data to local institutions.
 - e. Involve local law enforcement, Education Service Centers (ESCSs), Prevention Resource Centers (PRCs), community substance abuse prevention, intervention, and treatment 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.
 7. 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 include a sustainability plan for the Coalition. 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, 2012.
 8. Develop measurable project goals and objectives for the strategic plan that are directly related to the target community in Section III, 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.
 9. Select and implement culturally appropriate tobacco prevention and control strategies including 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.
 - a. Implementation strategies shall primarily be logically linked to high-risk target populations identified in the needs assessment.
 - b. Environmental strategies shall be linked to CDCs MAPPs strategies.
 - a. Media
 - b. Access
 - c. Point of Purchase/Promotion
 - d. Price
 - e. Social Support and Services
 - c. Implement sustainability plan and cultural competency plan strategies reported to DSHS in FY2011.
 10. 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. All school districts in the Coalition's target county (s) must be contacted for participation in the youth engagement initiative.
 - b. Youth groups shall be linked to the DSHS branded "Say What!" youth movement in collaboration with Texas State University, Texas School Safety Center (TxSSC).
 - c. Youth interventions shall include counter-marketing and media advocacy and be linked to the DSHS statewide media campaign messages.
 - 1) Provide media literacy for involved youth.
 - 2) Conduct public awareness activities such as press releases, local events, and health promotion activities.
 - 3) Youth interventions shall focus on social norm change for the environment rather than the individual.
11. Youth interventions shall involve youth in local policy work at the school and/or community level to:
 - a. Educate local school boards and School Health Advisory Committees regarding tobacco-free laws and policies.
 - b. Collaborate with local law enforcement and school-based police to restrict minors' access to tobacco products.
 - c. Conduct monthly Store Alert Project activities and reporting. Report Store Alert Report Card findings to DSHS quarterly.
 12. Ensure Coalition is represented by a Teen Ambassador(s) on the Youth Advisory Board, Texas Teen Ambassadors.
 13. The Contractor shall make travel arrangements for, register, and send youth participants and sponsors (2 adults and 10 youth) to one regional Tobacco-Free Teen Leadership Summit sponsored by the TxSSC. The Contractor shall pay for the participants' travel expenses to attend the Tobacco-Free Teen Leadership Summit.
 14. The Contractor shall make travel arrangements for, register, and send youth participants and sponsors (2 adults and 10 youth) to the state "Say What!" Teen Tobacco Summit sponsored by the TxSSC in the summer of 2012. The Contractor shall pay for the participants' travel expenses to attend the "Say What!" Teen Tobacco Summit.
 15. 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.
 - a. Coordinate Tobacco Free Kids Day promotion and activities with statewide events sponsored by TxSSC.
 - b. Report all Tobacco Free Kids Day activities conducted by the Coalition to TxSSC.
 16. 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 Program Attachment shall be spent on local media activities. Report local media activities to DSHS quarterly. Reports are due the 15th following the quarter being reported.

C. TRAINING:

The Contractor shall make travel arrangement for, and send a minimum of one (1) Coalition member and 2 Coalition staff members to two TPCC Contractor meetings in Austin to be held in Fall 2011 and Spring 2012. The Contractor shall pay for the participants' travel expenses to Austin.

The Contractor shall make travel arrangements for, and send a minimum of one (1) Coalition youth coordinator to the two Coalition Contractor meetings in Austin to receive training in Youth Engagement Initiative strategies. The Contractor shall pay for the participants' travel expenses to Austin. Coalition youth coordinator must complete training in Youth Engagement Initiative strategies by August 31, 2012.

The Contractor shall ensure that the Coalition's youth coordinator staff participates in two (2) online Youth Engagement Initiative training workshops offered by the TxSSC. Coalition's youth coordinator staff participation in online Youth Engagement Initiative training workshops must be completed by August 31, 2012.

The Contractor shall ensure that the Coalition staff and community stakeholders participate in four (4) SPF trainings (One sustainability training is required) 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. Coalition staff and community stakeholder participation in SPF trainings must be completed by August 31, 2012.

The Contractor shall ensure that the Coalition evaluator participate in the quarterly evaluation team training provided by the state. Coalition evaluator’s participation in quarterly evaluation team training must be completed by August 31, 2012.

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

E. REPORTING REQUIREMENTS:

Contractor’s duty to submit documents survives the termination or expiration of this Program Attachment.

Report Name	Due Date
Financial Status Report (FSR)	Due last business day of the month following the end of each quarter of the Program Attachment term. <i>* Final Financial Status Report (FSR) due within 60 days after Program Attachment end date</i>
Performance Measures	15 th of the month following the month being reported
CMBHS Security Attestation Form	September 15, 2011 & March 15, 2012
Closeout documents	Annual Reports due 60 days after Program Attachment end date.
County Epidemiological Assessment Report	June 15, 2012
Strategic Plan	August 15, 2012
Local Media Activities	December 15, 2011, March 15, 2012, June 15, 2012, September 15, 2012

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 Clinical Management for Behavioral Health Services system (CMBHS). 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	4	4	4	3	15
Number of youth receiving information	500	500	400	400	1800
Number of adults receiving information	400	400	400	300	1500
Number of new written community agreements	2	2	3	3	10

Number of tobacco prevention presentations	15	15	15	10	55
Number of tobacco media awareness activities	1	2	2	2	7
Number of adults receiving coalition training	6	6	9	9	30
Number of renewed written community agreements	8	8	6	3	25
Number of adults attending tobacco presentations	125	125	125	125	500
Number of youth attending tobacco presentations	1500	1000	1500	500	4500
Number of Work Site Cessation Services Consultations	10	10	10	10	40
Number of youth receiving education/skills training	50	50	50	50	200
Number of youth involved in tobacco alternative activities	1000	1000	2000	0	4000
Number of adults involved in tobacco alternative activities	400	400	400	300	1500
Number of cessation consultations with Health Care Providers	30	30	40	40	140
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 Department may renew this Program Attachment at the Department's sole discretion.

SECTION VII. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VIII. BILLING INSTRUCTIONS:

Contractor shall submit all invoices to DSHS through CMBHS monthly.

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-five percent (25 %) 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:

DSHS Share: \$221,180.00
Contractor Share: \$55,295.00

Program Income: \$0.00
Match Required: \$55,295.00

SECTION XI. SPECIAL PROVISIONS:

General Provision 23.03 Security Administrator, is amended to add the following:

- 1) Contractor shall ensure that access to CMBHS is restricted to only authorized users. Contractor shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- 2) In addition to CMBHS Helpdesk notification as required by the General Provisions, Contractor shall submit a signed CMBHS Security Attestation Form and a list of Contractor's employees, contracted labor and subcontractors authorized to have access to secure data.
- 3) Contractor shall submit the CMBHS Security Attestation Form electronically by September 15, 2011, and March 15, 2012 to the following e-mail address: SubstanceAbuse.Contracts@dshs.state.tx.us.

Categorical Budget:

PERSONNEL	\$56,195.00
FRINGE BENEFITS	\$8,772.00
TRAVEL	\$3,000.00
EQUIPMENT	\$0.00
SUPPLIES	\$10,500.00
CONTRACTUAL	\$112,500.00
OTHER	\$85,508.00
TOTAL DIRECT CHARGES	\$276,475.00
INDIRECT CHARGES	\$0.00
TOTAL	\$276,475.00
DSHS SHARE	\$221,180.00
CONTRACTOR SHARE	\$55,295.00
OTHER MATCH	\$55,295.00

Total reimbursements will not exceed \$221,180.00

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

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.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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 an 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 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 Form to Report Lobbying," 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.


Signature

9-6-2011
Date

Robert Hebert, County Judge
Print Name of Authorized Individual

2012-039679
Application or Contract Number

FORT BEND COUNTY
Organization Name