

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

**FIFTH AMENDMENT TO AGREEMENT FOR TOBACCO PREVENTION AND CONTROL
FOR HEALTH AND HUMAN SERVICES PROJECTS**

THIS FIFTH AMENDMENT to the Agreement for Tobacco Prevention and Control for Health and Human Services Projects is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Tobacco Prevention and Control for Health and Human Services Projects dated April 22, 2008 (collectively, the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim, a First Amendment dated February 10, 2009, a Second Amendment dated December 15, 2009, a Third Amendment dated September 14, 2010, and a Fourth Amendment dated January 24, 2012. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$84,000.00 (Eighty-Four Thousand Dollars and no/100ths) shall be available for Contractor for services described in Exhibit A.
- B. Prior to the execution of this Fifth Amendment, Contractor was advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$84,000.00 specifically allocated to fully discharge any and all liabilities associated with the services described in Exhibit A which may be incurred by County under this Agreement.
- C. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Contractor may become entitled to hereunder for services described in Exhibit A and the total maximum sum that County shall become liable to pay Contractor hereunder for services described in Exhibit A shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$84,000.00, unless modified by further amendment.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall prevail.

EXECUTION

This Fifth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

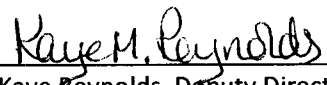

Robert E. Hebert, County Judge

1-29-2013
Date

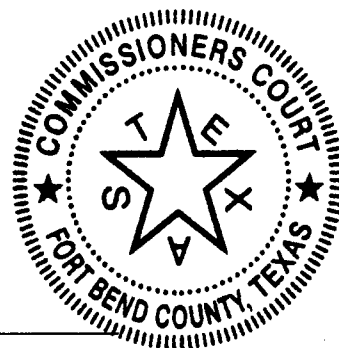
Attest:


Dianne Wilson, County Clerk

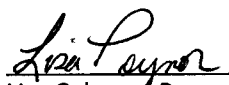
APPROVED:

By: 
Kaye Reynolds, Deputy Director
Health & Human Services

1/29/13
Date



CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

01292013
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$84,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor

Exhibit B: April 22, 2008 Agreement with Contractor

EXHIBIT A

OFFICERS

Betty Baitland
Betty Baitland &
Associates, Inc.
President

Steve Griffith
City of Sugar Land
Vice President

Walter Bevers
Lamar CISD
Treasurer

Susan Hensley
Mac Haik Enterprises
Secretary

DIRECTORS

Roberta Avery
Roberta K Randall Charitable
Foundation

Michael Tate Barkley
Bain & Barkley
Jackie Freeman

Mary Ann Gardner
Community Volunteer

Cleve Glenn
Seyfarth Shaw LLP

J.J. Hajovsky
Fluor Corporation

Sue Hauenstein
the write idea

Daniel Menendez
City of Houston

Larry Pullen
Larry Pullen
Photography, Inc.

Sue Sanchez
Aviles Engineering
Corporation

Linda Schoonmaker
Seyfarth Shaw LLP

Lucia Street
Nonprofit Consultant

**IMMEDIATE PAST
PRESIDENT**

Rodney L. Craig
Summus Industries, Inc.

**CHIEF EXECUTIVE
OFFICER**

Lisa Poynor

Proposal for Tobacco Prevention and Control Direct Services

History of Fort Bend Regional Council on Substance Abuse, Inc. (FBRC):

FBRC has been a key member of the Tobacco Free Fort Bend Coalition since its inception and was the recipient of Texas Department of State Health Services (DSHS) funding to provide the direct services described in this proposal for five years. FBRC has currently been a subcontractor to Fort Bend County to coordinate and provide these services since 2007.

The mission of FBRC is "Providing families and individuals substance abuse prevention, education and treatment services they need for positive change for themselves and the community."

The agency has offered alcohol and drug abuse prevention and treatment programs in and around Fort Bend County since 1976, and created enduring partnerships with residents, schools, civic organizations, churches and businesses countywide. This approach is well aligned with the coalition approach of the current DSHS funding for Tobacco Prevention and Control.

Scope of Work

The Fort Bend Council on Substance Abuse, Inc. (FBRC) proposes the following services in providing the Direct Service function of the Fort Bend County Tobacco Prevention and Control Program:

Two Tobacco Prevention Specialists will be dedicated to meeting the direct service annual goals of the DSHS grant award as detailed in the following table.

Activities	Number
Number of renewed written community agreements	25
Number of new written community agreements	10
Number of cessation consultations with Health Care Providers	100
Number of Work Site Cessation Services Consultations	24
Number of adults receiving information	1,200
Number of youth receiving information	1,400
Number of tobacco prevention presentations	35
Number of adults attending tobacco presentations	400
Number of youth attending tobacco presentations	4000
Number of tobacco media contacts	10
Number of tobacco media awareness activities	6
Number of adults involved in tobacco alternative activities	1,000
Number of youth involved in tobacco alternative activities	3,100
Number of environmental regulatory and/or legal strategies implemented or changed	1
Number of youth receiving education/skills training	160
Number of adults receiving coalition training	22

Alternative Activities include school and community based prevention activities such as participation in the Great American Smoke Out, Tobacco Free Kids Day, Tobacco Summit participation, Teen Ambassador Projects, puppet shows and other activities agreed upon by the Tobacco Free Fort Bend Coalition and designed to address tobacco cessation and prevention.

Cessation Consultations are meetings with health care providers and employers to enhance the availability and use of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the HHS Clinical Practice Guidelines for treating tobacco use, the American Cancer Society's Quitline and the Yes, You Can clinical tool kit.

Media Awareness activities will be conducted in conjunction with the DSHS statewide media campaigns such as DUCK, Worth-It. Share Air, Spit It Out and Yes You Can. Local media sources will be targeted to play or display supporting promotional materials to strengthen the impact of the statewide media campaign.

The Tobacco Prevention Specialists will actively recruit partnerships for the Tobacco Free Fort Bend Coalition and increase the number of **community agreements** with them for the support of the Coalition efforts in the County.

The FBRC and the Tobacco Prevention Specialists will remain active participants in the Tobacco Free Fort Bend Coalition and will work with the coalition members to achieve the strategies outlined in the 2011-2015 Strategic Plan for Tobacco Prevention and Control in Fort Bend County. These strategies include curricula, awareness, promotion of ordinances and coalition development and sustainment.

Proposed Budget

Personnel (Two Cessation Specialists) \$59,500.00

Fringe Benefits \$15,000.00

Travel \$3,500.00

Mileage Reimbursement \$2,500.00

Travel within Fort Bend County to Coalition meetings, education and awareness events, community consultations, etc.

Conferences and training \$1,000.00

Includes travel to conferences and DSHS sponsored meetings

Supplies \$1,000.00

To include promotional awareness material such as booklets, brochures, wallet foldouts, business cards

Other \$5,000.00

To include conference registration, booth rental, printing of calendars, posters and etc.

Total Budget Proposed \$84,000.00

5% in-kind match \$4,200.00

For activities and support not reimbursed by the terms of the contract with Fort Bend County or by other DSHS funding.

Total Budget \$88,200.00

EXHIBIT B

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

**FOURTH AMENDMENT TO AGREEMENT FOR TOBACCO PREVENTION AND CONTROL
FOR HEALTH AND HUMAN SERVICES PROJECTS**

THIS FOURTH AMENDMENT to the Agreement for Tobacco Prevention and Control for Health and Human Services Projects is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Tobacco Prevention and Control for Health and Human Services Projects dated April 22, 2008 (collectively, the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim, a First Amendment dated February 10, 2009, a Second Amendment dated December 15, 2009, and a Third Amendment dated September 14, 2010. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$101,850.00 (One Hundred and One Thousand, Eight Hundred and Fifty Dollars and no/100ths) shall be available for Contractor for services described in Exhibit A.
- B. Prior to the execution of this Fourth Amendment, Contractor was advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$101,850.00 specifically allocated to fully discharge any and all liabilities associated with the services described in Exhibit A which may be incurred by County under this Agreement.
- C. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Contractor may become entitled to hereunder for services described in Exhibit A and the total maximum sum that County shall become liable to pay Contractor hereunder for services described in Exhibit A shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$101,850.00, unless modified by further amendment.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall prevail.

EXECUTION

This Fourth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

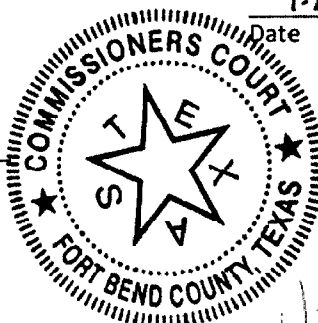

Robert E. Hebert, County Judge

1-24-2012


Date

Attest:


Dianne Wilson, County Clerk

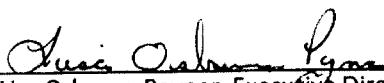


APPROVED:

By: 
Kaye Reynolds, Deputy Director
Health & Human Services

1/20/2012
Date

CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

1/20/12
Date

AUDITOR'S CERTIFICATE

\$101,850.00 *REL*

I hereby certify that funds are available in the amount of \$101,450.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor

Exhibit B: April 22, 2008 Agreement with Contractor

EXHIBIT A



President:
Rodney L. Craig
Vinnits Industries, Inc.
President

Vice President:
Betty Barkland
Betty Barkland &
Associates, Inc.
Vice President

Treasurer:
Steve Griffith
City of Sugar Land
Treasurer

Secretary:
Susan Hensley
Mac Hark Enterprises
Secretary

Immediate Past President:
David Young
Young Executive Search
Company
Immediate Past President

Roberta Avery
Roberta K. Avedal Charitable
Foundation

Michael Tate Barkley
Barkley Barkley

Walter Bevers
Lamar CISO

Deug Ehrenkrantz
Beyster Global Executive
Search

Jackie Freeman
Jennettus at Sugar Land

Mary Ann Gartiner
Community Volunteer

Cleve Glenn
Wayfarer Shaw LLP

Kelly Harris
Vineyard on the Square

Sue Hauenstein
the write idea

Daniel Menendez
City of Houston

Tonny Phillips
Hewlett-Packard Co.

Larry Pullen
Larry Pullen
Photography, Inc.

Sue Sanchez
Windstream
Communications

Lucia Street
Innoprofit Consultant

Larry Willman
Consolidated Home Health
Care, Inc.

Lisa Poyner

Proposal for Tobacco Prevention and Control Direct Services

History of Fort Bend Regional Council on Substance Abuse, Inc. (FBRC):

FBRC has been a key member of the Tobacco Free Fort Bend Coalition since its inception and was the recipient of Texas Department of State Health Services (DSHS) funding to provide the direct services described in this proposal for five years. FBRC has currently been a subcontractor to Fort Bend County to coordinate and provide these services since 2007.

The mission of FBRC is "Providing families and individuals substance abuse prevention, education and treatment services they need for positive change for themselves and the community."

The agency has offered alcohol and drug abuse prevention and treatment programs in and around Fort Bend County since 1976, and created enduring partnerships with residents, schools, civic organizations, churches and businesses countywide. This approach is well aligned with the coalition approach of the current DSHS funding for Tobacco Prevention and Control.



10415 Greenbough, Suite 250, Stafford, Texas 77477
Phone: 281.207.2400 Fax: 281.207.2404 www.fortbendcouncil.org

Scope of Work

The Fort Bend Council on Substance Abuse, Inc. (FBRC) proposes the following services in providing the Direct Service function of the Fort Bend County Tobacco Prevention and Control Program:

Two Tobacco Prevention Specialists will be dedicated to meeting the direct service annual goals of the DSHS grant award as detailed in the following table.

Activities	Number
Number of renewed written community agreements	25
Number of new written community agreements	10
Number of cessation consultations with Health Care Providers	140
Number of Work Site Cessation Services Consultations	40
Number of adults receiving information	1,500
Number of youth receiving information	1,800
Number of tobacco prevention presentations	55
Number of adults attending tobacco presentations	500
Number of youth attending tobacco presentations	4500
Number of tobacco media contacts	15
Number of tobacco media awareness activities	7
Number of adults involved in tobacco alternative activities	1,500
Number of youth involved in tobacco alternative activities	4,000
Number of environmental regulatory and/or legal strategies implemented or changed	1
Number of youth receiving education/skills training	200
Number of adults receiving coalition training	30

Alternative Activities include school and community based prevention activities such as participation in the Great American Smoke Out, Tobacco Free Kids Day, Tobacco Summit participation, Teen Ambassador Projects, puppet shows and other activities agreed upon by the Tobacco Free Fort Bend Coalition and designed to address tobacco cessation and prevention.

Cessation Consultations are meetings with health care providers and employers to enhance the availability and use of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the HHS Clinical Practice Guidelines for treating tobacco use, the American Cancer Society's Quitline and the Yes, You Can clinical tool kit.

Media Awareness activities will be conducted in conjunction with the DSHS statewide media campaigns such as DUCK, Worth-It, Share Air, Spit It Out and Yes You Can. Local media sources will be targeted to play or display supporting promotional materials to strengthen the impact of the statewide media campaign.

The Tobacco Prevention Specialists will actively recruit partnerships for the Tobacco Free Fort Bend Coalition and increase the number of **community agreements** with them for the support of the Coalition efforts in the County.

The FBRC and the Tobacco Prevention Specialists will remain active participants in the Tobacco Free Fort Bend Coalition and will work with the coalition members to achieve the strategies outlined in the 2011-2015 Strategic Plan for Tobacco Prevention and Control in Fort Bend County. These strategies include curricula, awareness, promotion of ordinances and coalition development and sustainment.

Proposed Budget

Personnel (Two Cessation Specialists) \$65,800.00

Fringe Benefits \$17,100.00

Travel \$4,500.00

Mileage Reimbursement \$3,000.00

Travel within Fort Bend County to Coalition meetings, education and awareness events, community consultations, etc.

Conferences and training \$1,500.00

Includes travel to conferences and DSHS sponsored meetings

Supplies \$1,600.00

To include promotional awareness material such as booklets, brochures, wallet foldouts, business cards

Other \$8,000.00

To include conference registration, booth rental, printing of calendars, posters and etc.

Total Budget Proposed **\$97,000.00**

5% in-kind match \$4,850.00

For activities and support not reimbursed by the terms of the contract with Fort Bend County or by other DSHS funding.

Total Budget **\$101,850.00**

EXHIBIT B

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**THIRD AMENDMENT TO AGREEMENT FOR TOBACCO PREVENTION AND
CONTROL FOR HEALTH AND HUMAN SERVICES PROJECTS**

THIS THIRD AMENDMENT to the Agreement for Tobacco Prevention and Control for Health and Human Services Projects is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Tobacco Prevention and Control for Health and Human Services Projects dated April 22, 2008 (collectively, the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim, a First Amendment dated February 10, 2009 and a Second Amendment dated December 15, 2009. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

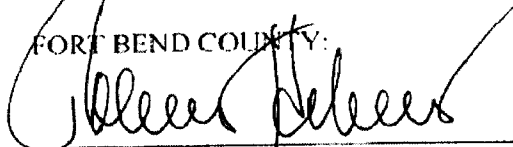
- A. An additional amount not-to-exceed \$132,466.95 (One Hundred Thirty-Two Thousand, Four Hundred Sixty-Six Dollars and 95/100ths) shall be available for Contractor for services described in Exhibit A.
- B. Prior to the execution of this Third Amendment, Contractor was advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$132,466.95 specifically allocated to fully discharge any and all liabilities associated with the services described in Exhibit A which may be incurred by County under this Agreement.
- C. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Contractor may become entitled to hereunder for services described in Exhibit A and the total maximum sum that County shall become liable to pay Contractor hereunder for services described in Exhibit A shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$132,466.95, unless modified by further amendment.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail.

EXECUTION

This Third Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

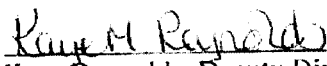

Robert F. Hebert, County Judge

9-14-10
Date

Attest:

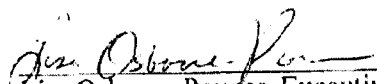

Dianne Wilson, County Clerk

APPROVED:

By: 
Kaye Reynolds, Deputy Director
Health & Human Services

9/13/2010
Date

CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

09/08/2010
Date

I:\MER\Agreements\FB Regional Council Tobacco Prevention.2750.3rd Amendment.2011

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$132,466.95 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor
Exhibit B: April 22, 2008 Agreement with Contractor

EXHIBIT A



Proposal for Tobacco Prevention and Control Direct Services

History of Fort Bend Regional Council on Substance Abuse, Inc. (FBRC):

FBRC has been a key member of the Tobacco Free Fort Bend Coalition since its inception and was the recipient of Texas Department of State Health Services (DSHS) funding to provide the services in this proposal for five years, and as a subcontractor through Fort Bend County for one year.

The mission of FBRC is "Providing families and individuals substance abuse prevention, education and treatment services they need for positive change for themselves and the community."

The agency has been working in the field of alcohol and drug abuse services in Fort Bend County since 1976, and has worked through strong and enduring partnerships with residents, schools, civic organizations, churches and businesses countywide. This approach closely aligns with the coalition approach of the current DSHS funding for Tobacco Prevention and Control.

OFFICERS

David Young
Union Pacific Railroad
Company
President

Rodney L. Craig
Summus Industries, Inc.
Vice President

Betty Baitland
Betty Baitland &
Associates, Inc.
Treasurer

Susan Hensley
Mac Haik Enterprises
Secretary

Linda Schumaker
Scyfarth Shaw LLP
Immediate Past President

DIRECTORS

Michael Tate Barkley
Bain & Barkley

Doug Ehrenkranz
Boyden Global Executive
Search

Jackie Freeman
Emeritus at Sugar Land

Mary Ann Gardner
Community Volunteer

Marilyn Glover
Vanguard Insurance Brokers

Steve Griffith
City of Sugar Land

Kelly Harris
Vineyard on the Square

Daniel Mendez
City of Houston

Larry Pullen
Larry Pullen
Photography, Inc.

Sue Sanchez
Windstream
Communications

Lucia Street
Nonprofit Consultant

EXECUTIVE DIRECTOR

Lisa Poyner



OFFICERS

David Young
Union Pacific Railroad
Company
President

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Summus Industries, Inc.
Vice President

Betty Baitland
Betty Baitland &
Associates, Inc.
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Susan Hensley
Mac Hank Enterprises
Secretary

Linda Schuonaker
Seyfarth Shaw LLP
Immediate Past President

DIRECTORS

Michael Tate Barkley
Bain & Barkley

Doug Ehrenkranz
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Jackie Freeman
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Marilyn Glover
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City of Sugar Land

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Daniel Mendez
City of Houston

Larry Pullen
Larry Pullen
Photography, Inc.

Sue Sanchez
Windstream
Communications

Lucia Street
Nonprofit Consultant

EXECUTIVE DIRECTOR

Lisa Foyner

Scope of Work

The Fort Bend Council on Substance Abuse, Inc. (FBRC) proposes the following services in providing the Direct Service function of the Fort Bend County Tobacco Prevention and Control Program:

Two Tobacco Prevention Specialists will be dedicated to meeting the direct service performance measures of the DSHS grant award as detailed in the following table.

Activities	Number
Number of renewed written community agreements	20
Number of new written community agreements	9
Number of cessation consultations with Health Care Providers	180
Number of Work Site Cessation Services Consultations	60
Number of adults receiving information	1,500
Number of youth receiving information	1,800
Number of tobacco prevention presentations	55
Number of adults attending tobacco presentations	500
Number of youth attending tobacco presentations	3500
Number of tobacco media contacts	20

OFFICERS

David Young
Union Pacific Railroad
Company
President

Rodney L. Craig
Summus Industries, Inc.
Vice President

Betty Baitland
Betty Baitland &
Associates, Inc
Treasurer

Susan Hensley
Mac Haik Enterprises
Secretary

Linda Schoonmaker
Seyfarth Shaw LLP
Immediate Past President

DIRECTORS

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City of Houston

Larry Pullen
Larry Pullen
Photography, Inc.

Sue Sanchez
Windstream
Communications

Lucia Street
Nonprofit Consultant
EXECUTIVE DIRECTOR

Lisa Poytor

Number of tobacco media awareness activities	10
Number of adults involved in tobacco alternative activities	1,700
Number of youth involved in tobacco alternative activities	2,200
Number of environmental regulatory and/or legal strategies implemented or changed	1
Number of youth receiving education/skills training	250

Alternative Activities include school and community based prevention activities such as participation in the Great American Smoke Out, Tobacco Free Kids Day, Tobacco Summit participation, Teen Ambassador projects, puppet show and other activities agreed upon by the Tobacco Free Fort Bend Coalition and designed to address tobacco cessation and prevention.

Cessation Consultations are meetings with health care providers and employers to enhance the availability and use of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the 1115 Clinical Practice Guidelines for treating tobacco use, the American Cancer Society's Quitline and the Yes, You Can clinical tool kit.

Media Awareness activities will be conducted in conjunction with the DSHS statewide media campaigns such as DUCK, Worth-It. Share Air, Spit It Out and Yes You Can. Local media sources will be targeted to play or display supporting promotional materials to strengthen the impact of the statewide media campaign.

The Tobacco Prevention Specialists will actively recruit partnerships for the Tobacco Free Fort Bend Coalition and increase the number of **community** agreements with them for the support of the Coalition efforts in the County.

The FBRC and the Tobacco Prevention Specialists will remain active participants in the Tobacco Free Fort Bend Coalition and will work with the coalition members to achieve the strategies outlined in the 2011-2015 Strategic Plan for Tobacco Prevention and Control in Fort Bend County. These strategies include curricula, awareness, promotion of ordinances and coalition development and sustainment.

Proposed Budget

OFFICERS
David Young
Union Pacific Railroad
Company
President
Rodney L. Craig
Summus Industries, Inc.
Vice President
Betty Bailhand
Betty Bailhand &
Associates, Inc.
Treasurer
Susan Hensley
Mac Raik Enterprises
Secretary
Linda Schoonmaker
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DIRECTORS
Michael Tate Barkley
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Steve Griffith
City of Sugar Land
Kelly Harris
Vineyard on the Square
Daniel Mender
City of Houston
Larry Pullen
Larry Pullen
Photography, Inc.
Sue Sanchez
Windstream
Communications
Lucia Street
Nonprofit Consultant
EXECUTIVE DIRECTOR
Lisa Poyner

Personnel (Two Cessation Specialists)	\$86,184
Fringe Benefits	\$17,475
Travel	\$5,000
<u>Mileage Reimbursement</u>	\$3,000
Travel within Fort Bend County to Coalition meetings, educational and awareness events, community consultations, and etc	
<u>Conferences and training</u>	\$2,000
Includes travel to conferences and DSHS sponsored meetings	
Supplies	\$7,500
To include promotional awareness material such as booklets, brochures, wallet foldouts, business cards	
Other	\$10,000
To include conference registration, booth rental, printing of calendars, posters and etc.	
<u>Total Budget Proposed</u>	<u>\$126,159</u>
5% in-kind match	\$6,308
For activities and support not reimbursed by the terms of the contract with Fort Bend County or by other DSHS funding.	
<u>Total Budget</u>	<u>132,466.95</u>

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT TO AGREEMENT FOR TOBACCO PREVENTION AND CONTROL FOR HEALTH AND HUMAN SERVICES PROJECTS

THIS SECOND AMENDMENT to the Agreement for Tobacco Prevention and Control for Health and Human Services Projects is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Tobacco Prevention and Control for Health and Human Services Projects dated April 22, 2008 (collectively, the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim, and a First Amendment dated February 10, 2009. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

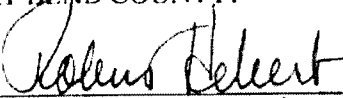
- A. An additional amount not-to-exceed \$139,425.00 (One Hundred Thirty-Nine Thousand, Four Hundred Twenty Five Dollars) shall be available for Contractor for services described in Exhibit A.
- B. Prior to the execution of this Second Amendment, Contractor was advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$139,425.00 specifically allocated to fully discharge any and all liabilities associated with the design services which may be incurred by County under this Agreement.
- C. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Contractor may become entitled to hereunder for design/build services and the total maximum sum that County shall become liable to pay Contractor hereunder for design/build services shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$139,425.00, unless modified by further amendment.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

- F. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION

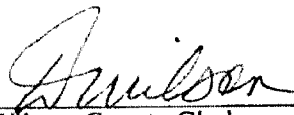
This Second Amendment shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

12/15/09
Date

Attest:

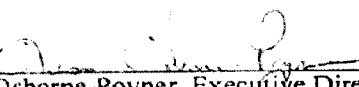

Dianne Wilson, County Clerk

APPROVED:

By: 
Kaye Reynolds, Deputy Director
Health & Human Services

12/15/09
Date

CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

12/15/09
Date

IMER/Agreements:FB Regional Council Tobacco Prevention 2750.2nd Amendment.2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$139,425.00 to accomplish and pay the obligation of the Fort Bend County under this contract

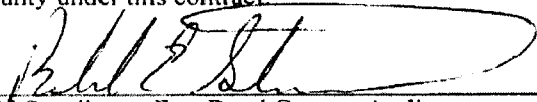

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor
Exhibit B: April 22, 2008 Agreement with Contractor

Exhibit "A"



Proposal for Tobacco Prevention and Control Direct Services

History of Fort Bend Regional Council on Substance Abuse, Inc. (FBRC):

FBRC has been a key member of the Tobacco Free Fort Bend Coalition since its inception and was the recipient of Texas Department of State Health Services (DSHS) funding to provide the services in this proposal for five years, and as a subcontractor through Fort Bend County for one year.

The mission of FBRC is "Providing families and individuals substance abuse prevention, education and treatment services they need for positive change for themselves and the community."

The agency has been working in the field of alcohol and drug abuse services in Fort Bend County since 1976, and has worked through strong and enduring partnerships with residents, schools, civic organizations, churches and businesses countywide. This approach closely aligns with the coalition approach of the current DSHS funding for Tobacco Prevention and Control.

David Young
Executive Director

President
Anthony J. Craig
Business Industries, Inc.
Vice President

President Emeritus
Dr. S. Lynn Bond
Vice President &
Treasurer

Deanne Bean
Vice President
Secretary

Linda Schoenmaker
Regional Director, DSHS
Coordinator of Tobacco

Betty Rutland
Betty Rutland &
Associates, Inc.
Vice President

James P. Krane
Executive Director
Vice President

Mary Ann Gaudet
Executive Director
Vice President

Marilyn Gaudet
Executive Director
Vice President

Steve Barthol
Regional Director of Police
Vice President

John H. Hensley
Vice President

Mac Hall-Lopez
Vice President

John Pullen
Executive Director
Vice President

John Sanchez
Executive Director
Vice President

John Sackett
Executive Director
Vice President

John Sackett
Executive Director
Vice President



501 W. Greenbough, Suite 200, Stafford, Texas 77477
Phone: 281.207.2400 Fax: 281.207.2404 www.fortbendunwel.org

The Partnership
for a Drug-Free
America
www.drugfreeamerica.org

Scope of Work

The Fort Bend Council on Substance Abuse, Inc. (FBRC) proposes the following services in providing the Direct Service function of the Fort Bend County Tobacco Prevention and Control Program:

Two Tobacco Prevention Specialists will be dedicated to meeting the direct service performance measures of the DSHS grant award as detailed in the following table.

Activities	Number
Proposed net increase of written community agreements	9
Number of cessation consultations with Health Care Providers	180
Number of Work Site Cessation Services Consultations	60
Number of adults receiving information	1000
Number of youth receiving information	1050
Number of tobacco prevention presentations	55
Number of adults attending tobacco presentations	500
Number of youth attending tobacco presentations	2000
Number of media awareness activities	10
Number of adults involved in Alternative Activities	1700
Number of youth involved in Alternative Activities	1400
Number of environmental regulatory and/or legal strategies implemented or changed	1
Number of youth receiving education/skills training	180

Alternative Activities include school and community based prevention activities such as participation in the Great American Smoke Out, Tobacco Free Kids Day, Tobacco Summit participation, Teen Ambassador projects, puppet show and other activities agreed upon by the Tobacco Free Fort Bend Coalition and designed to address tobacco cessation and prevention.

Cessation Consultations are meetings with health care providers and employers to enhance the availability and use of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the HHS Clinical Practice Guidelines for treating tobacco use, the American Cancer Society's Quitline and the Yes, You Can clinical tool kit.

Media Awareness activities will be conducted in conjunction with the DSHS statewide media campaigns such as DUCK, Worth-It, Share Air, Spit It Out and Yes You Can. Local media sources will be targeted to play or display supporting promotional materials to strengthen the impact of the statewide media campaign.

The Tobacco Prevention Specialists will actively recruit partnerships for the Tobacco Free Fort Bend Coalition and increase the number of **community agreements** with them for the support of the Coalition efforts in the County.

The FBRC and the Tobacco Prevention Specialists will remain active participants in the Tobacco Free Fort Bend Coalition and will work with the coalition members to achieve the strategies outlined in the 2009-2013 Strategic Plan for Tobacco Prevention and Control in Fort Bend County. These strategies include curricula, awareness, promotion of ordinances and coalition development and sustainment.

Proposed Budget

Personnel (Two Cessation Specialists)	\$97,215
Fringe Benefits	\$19,710
Travel	\$5,000
<u>Mileage Reimbursement</u>	\$3,000
Travel within Fort Bend County to Coalition meetings, educational and awareness events, community consultations, and etc	
<u>Conferences and training</u>	\$2,000
Includes travel to conferences and DSHS sponsored meetings	
Supplies	\$7,500
To include promotional awareness material such as booklets, brochures, wallet foldouts, business cards	
Other	\$10,000
To include conference registration, booth rental, printing of calendars, posters and etc.	
<u>Total Budget Proposed</u>	<u>\$139,425</u>
5% in-kind match	\$6,975
For activities and support not reimbursed by the terms of the contract with Fort Bend County or by other DSHS funding.	
<u>Total Budget</u>	<u>146,400</u>

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT to the Agreement for Tobacco Prevention and Control for Health and Human Services Projects is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Tobacco Prevention and Control for Health and Human Services Projects dated April 22, 2008, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

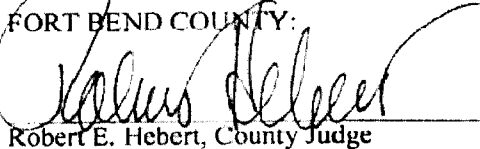
- A. An additional amount not-to-exceed \$147,727.00 (One Hundred Forty-Seven Thousand, Seven Hundred Twenty Seven Dollars) shall be available for Contractor for services described in Exhibit A.
- B. Prior to the execution of this First Amendment, Contractor DESIGN-BUILDER was advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$147,727.00 specifically allocated to fully discharge any and all liabilities associated with the design services which may be incurred by County under this Agreement.
- C. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Contractor may become entitled to hereunder for design/build services and the total maximum sum that County shall become liable to pay Contractor hereunder for design/build services shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$147,727.00, unless modified by further amendment.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION

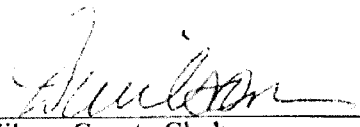
This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

2/10/09
Date

Attest:


Dianne Wilson, County Clerk

APPROVED:

By: 
Kaye Reynolds, Deputy Director
Health & Human Services

2/10/09
Date

CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

02042009
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 147,727.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor

Exhibit B: April 22, 2008 Agreement with Contractor

for
Fort Bend Regional Council
of Governments

History of Fort Bend Regional Council on Substance Abuse, Inc. (FBRC):

The mission of FBRC is "Providing families and individuals substance abuse prevention, education and treatment services they need for positive change for themselves and the community."

The agency has been working in the field of alcohol and drug abuse services in Fort Bend County since 1976, and has worked through strong and enduring partnerships with residents, schools, civic organizations, churches and businesses countywide. This approach closely aligns with the coalition approach of the current DSHS funding for Tobacco Prevention and Control.

[illegible]

Peter H. Richard
 President, RBC and R
 Associates, Inc.
 Irving Greenhouse
 Chairman, RBC Executive
 Search
 Mary Ann Gardner
 Executive Vice President
 Mary Ann Toliver
 Assistant Treasurer, RBC
 Service Corporation
 Service Corporation
 Sugar Land Chapter of Public
 Kelly Harris
 Vice President, RBC
 Laura Tullin
 Director, RBC Photography,
 Inc.
 Sue Sanchez
 Vice President,
 Commercial Affairs
 Lisa C. Street
 Assistant Vice President
 EXECUTIVE DIRECTOR
 Lisa Pomeroy



10435 Greenlough, Suite 250, Stafford, Texas 77177
Phone: 281.207.2400 Fax: 281.207.2404 www.forthendynamics.org

**The Partnership
for a Drug-Free
America**
office number

Scope of Work

The Fort Bend Council on Substance Abuse, Inc. (FBRC) proposes the following services in providing the Direct Service function of the Fort Bend County Tobacco Prevention and Control Program:

Two Tobacco Cessation Specialists will be dedicated to meeting the direct service performance measures of the DSHS grant award as detailed in the following table.

Activities	Number
Proposed net increase of written community agreements	11
Number of cessation consultations with Health Care Providers	360
Number of Work Site Cessation Services Consultations	72
Number of adults receiving information	720
Number of youth receiving information	1000
Number of tobacco prevention presentations	45
Number of adults attending tobacco presentations	600
Number of youth attending tobacco presentations	470
Number of media awareness activities	9
Number of adults involved in Alternative Activities	850
Number of youth involved in Alternative Activities	2300
Number of environmental regulatory and/or legal strategies implemented or changed	1
Number of adults successfully referred to prevention, intervention or other support services.	80
Number of youth successfully referred to prevention, intervention or other support services.	160
Number of youth receiving education/skills training	300

Alternative Activities include school and community based prevention activities such as participation in the Great American Smoke Out, Tobacco Free Kids Day, Tootsies Summer participation, Teen Ambassador projects, puppet show and other activities agreed upon by the Tobacco Free Fort Bend Coalition and designed to address tobacco cessation and prevention.

Cessation Consultations are meetings with health care providers and employers to enhance the availability and use of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the HHS Clinical Practice Guidelines for treating tobacco use, the American Cancer Society's Outline and the Yes, You Can Quit! Toolkit.

Media Awareness activities will be conducted in conjunction with the DSHS statewide media campaigns such as DUCK, Worth It, Share A's, Spit It Out and Yes You Can. Local media sources will be targeted to play or display supporting promotional materials in order to strengthen the impact of the statewide media campaign.

The Tobacco Cessation Specialists will actively recruit partnerships for the Tobacco Free Fort Bend Coalition and increase the number of community agreements with them for the support of the Coalition efforts in the County.

The FBRC and the Tobacco Cessation Specialist will remain active participants in the Tobacco Free Fort Bend Coalition and will work with the coalition members to achieve the strategies outlined in the 2007-2013 Strategic Plan for Tobacco Prevention and Control in Fort Bend County. These strategies include curricula, awareness, promotion of ordinances and coalition development and sustenance.

Proposed Budget

Personnel (Two Cessation Specialists)	\$85,154
 fringe benefits	\$12,567
travel	\$8,777
Meeting Registration	\$4,000
Travel within Fort Bend County to Coalition meetings, educational and awareness events, community consultations, and etc.	
Registration and lodging	\$4,777
includes travel to the National Tobacco Prevention Conference and to participate in tobacco cessation treatment	
supplies	\$12,500
To include promotional awareness material such as booklets, brochures, water bottles, business cards	
Other	\$20,212
To include media placement, conference registration, booth rental, printing of materials, & other items and etc.	
Total Budget Proposed	\$149,722
5% in-kind match	\$7,486
For materials and support are reimbursed by the terms of the contract with Fort Bend County or by other DSHS funding	

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

CC
4/22/08
135TC
1808U

**AGREEMENT FOR TOBACCO PREVENTION AND CONTROL
FOR HEALTH AND HUMAN SERVICES PROJECTS**

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Fort Bend Regional Council on Substance Abuse, Inc. (FBRC), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor implement and maintain Tobacco Prevention and Control Direct Services in the community, as detailed in Contractor's response to RFP 08-052, hereinafter referred to as the "Project," for the purpose of reducing the use of tobacco products and reducing exposure to second hand smoke within Fort Bend County; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

The Contractor agrees to perform professional and experienced tobacco prevention and cessation activities, in coordination with the Tobacco Free Fort Bend Coalition and in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

- 2.01 Contractor shall provide the services detailed in Attachment A, February 28, 2008 proposal from Contractor, attached hereto and incorporated by reference as if set forth herein verbatim.
- 2.02 Contractor agrees to complete the services called for in Attachment A between the date of this agreement and August 31, 2008.

**SECTION III
CONTRACTOR'S COMPENSATION**

- 3.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VII, County shall pay to the Contractor an amount not to exceed \$57,548.00, including any expenses.

- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 3.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Attachment A, incorporated by reference herein as if set-forth verbatim.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V PROFESSIONAL LIABILITY INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of professional liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt

requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.

- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Fort Bend Regional Council on Substance Abuse, Inc.
Lisa Osborne-Poynor, Executive Director
10435 Greenbough, Suite 250
Stafford, TX 77477

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

Kaye Reynolds
4520 Reading Road, Suite A
Rosenberg, TX 77471

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$57,548.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$57,548.00 for described scope of work in Attachment A.
- 7.03 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the Contractor will contribute an in-kind match of \$2,877 or five percent (5%) of the payment received from the County from unreimbursed indirect costs expended in support of this Project. Contractor shall provide documentation of the in-kind match expenses to the County at the close of the project period.

SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX PUBLIC CONTACT

- 9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be approved in advance by the County.
- 9.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received from County in the performance of its services hereunder and said material or information being the property of or owned by County without the express written permission of County, except where required to do so by law.

SECTION X COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional standard of care provided by contractors on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION XI OWNERSHIP OF DOCUMENTS

- 11.01 County shall be granted a perpetual unlimited license to use all digital files, electronic data files, computer programs, computer training modules, and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables). Furthermore, Contractor agrees to provide free of charge for a period of one year any significant enhancements to the LMS and CBT software provided pursuant to this Project and as described in Attachment A.
- 11.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of files, documents, programs, or training modules derived under this contract.
- 11.03 Copies of all complete or partially completed electronic data files, digital files, computer programs, computer training modules, and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or

- upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.05 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII INDEMNIFICATION

- 12.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 12.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV MISCELLANEOUS

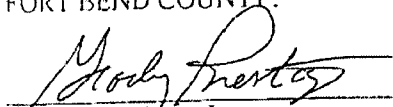
- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely

to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
14.04 If there is a conflict between this Agreement and Attachment A, the provisions of this Agreement shall prevail.

SECTION XV EXECUTION

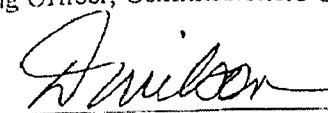
This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:



Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, April 22, 2008

4-22-08
Date

Attest:


Dianne Wilson, County Clerk

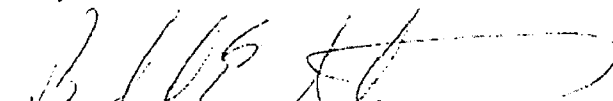
CONTRACTOR: Fort Bend Regional Council on Substance Abuse, Inc.


Lisa Osborne-Poyner, Executive Director

04-17-2008
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 57,548.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachment A: February 28, 2008 Proposal from Contractor

ATTACHMENT "A"

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) requests \$57,548.00 to provide the **Direct Service** functions of the Tobacco Prevention and Control Coalition Program.

FBRC is the most qualified applicant to provide the services because the agency is a key member of the "Tobacco Free Fort Bend Coalition" and has been the recipient of DSHS funding to provide the precise services requested in this proposal for over five years. FBRC only ceased providing these services in December, 2007 because the agency type became ineligible to apply for continued funding. A subcontractor relationship with Fort Bend County HHS will allow FBRC to continue direct services to the community without significant interruption. FBRC's experience and qualifications are detailed below.

Fort Bend Regional Council on Substance Abuse, Inc has the following mission statement: Providing families and individuals substance abuse prevention, education, and treatment services they need for positive change for themselves and the community.

Purpose: In 1976, The Fort Bend Regional Council on Alcohol and Drug Abuse (FBRC) opened its doors to serve the alcohol and drug abuse related needs of families throughout Fort Bend County. For over 30 years, the Council's philosophy strongly emphasizes productive partnerships with residents, schools, civic organizations, churches and businesses countywide. Over the years, the Council has expanded its scope of services to address the emergent needs of the community and provide more comprehensive services to our clients.

FBRC has coordinated and provided tobacco prevention and cessation services since 2001, initially through the "Tobacco Interagency Program" (TDIHS) provided services in Fort Bend County. In 2003 program was invited to expand into southwest Harris County. This expansion was merit based. Present DSHS funding in the amount of 120,000 annually allows two full time Cessation Specialists to increase the agency's reach each year. In FY2006, FBRC impacted over 16,000 individuals in Fort Bend and Harris Counties. Active collaboration and a leadership role in the Tobacco Free Fort Bend coalition provided FBRC with the opportunity to be a key participant in achieving environmental policy amendments. The Cessation Specialists assisted the coalition in passing a smoke-free ordinance in Sugar Land, Texas (2006). FBRC staff supported the Breathe-free Houston initiative to pass a similar ordinance in the City of Houston.

FBRC is one of only a select few DSHS funded treatment facilities within the county. The Adult Outpatient Treatment Programs provide comprehensive care to individuals suffering from alcohol and other drug abuse problems. These programs provide intensive tobacco cessation education from the addiction perspective. This is a successful cessation intervention for individuals who are focused on recovery from affiliated addictions.

Role and Experience in Tobacco Control Activities

FBRC initially received Tobacco Interagency Program funding through the Texas Department of Health in 2001. This provides FBRC with two full time Tobacco Cessation Specialists (TCS) who have successfully reduced tobacco use throughout Fort Bend County. FBRC employs creative methods to promote the ACS (ACS) Quit Line a free, statewide tele-counseling service, including consultation with health care providers to encourage their patients to stop using tobacco products through education of the Clinical Practice Guidelines for Treating Tobacco Use and Dependence. Utilizing the 5-A's (ask, assist, advise, arrange, and assess) model. The TCS

discusses the Yes You Can Tool Kit with health care professionals and assists them in integrating it into their practice.

The TCS has successfully counseled managers in the workplace about the Quit Line service. Managers learn about the free service and encourage their employees to stop using tobacco products. Quit line cards are placed in employee orientation packages at several local companies. The TCS is present at employee health fairs to distribute information and promote the quit line.

Program Impact & Success

Health Care Providers - In May of 2002, the TCS planned a special event to honor 55 Fort Bend ISD school nurses during Nurses Week. Successful collaboration with the Nurses Oncology Education Program (NOEP) in Austin, Texas provided free CEUs for the nurses in attendance. Dr. Joel Dunnington, Radiologist at M. D. Anderson Cancer Center served as keynote speaker for the event. Dr. Dunnington spoke about the deceptive advertising tactics of the tobacco industry and how they lure children to begin smoking. The TCS educated the nurses about the ACS Quit Line's new availability to teenagers. University of Texas School of Public Health Research students surveyed the nurses regarding tobacco use. The event's goal was to encourage nurses to refer youth and their parents to the ACS Quit Line to increase attempts and cessation among residents of Fort Bend County.

In October, 2002 the TCS conducted two events for nurses at Memorial Hermann Hospital in Missouri City, Texas. The objective was to recognize October as Breast Health Awareness month and addressed tobacco use as a cause of breast cancer. Successful collaboration with U.S. Oncology Corporation provided lunch and snacks, and two speakers for the event: Dr. Blossom Zanger and Dr. William Velasquez who spoke about breast cancer. Dr. Joel Dunnington, Radiologist at M.D. Anderson Cancer Center spoke about tobacco. This event offered free nursing CEUs through collaboration with NOEP. Nurses were educated about the ACS Quit Line to encourage them to refer their patients to the quit line service thereby increasing patient's quit attempts.

In June of 2003 the TCS held two nurses events using the same method described above. The events took place at Oak Bend Hospital in Richmond, Texas and Memorial Hermann Hospital in Missouri City, Texas. FBRC provided funding for Dr. Victor DeNoble, tobacco industry whistle blower, to tell his story regarding his work at Philip Morris, and discuss pharmacological research on nicotine addiction. NOEP offered free CEU credits and U.S. Oncology donated lunch. The TCS discussed the ACS Quit Line to encourage health care providers to refer their patients. The purpose was to increase the number of health care providers who screen each patient for tobacco use and increase the number of youth and adults who seek cessation assistance.

The TCS has successfully consulted with area health care providers to educate them about the ACS Quit Line. Information is communicated to the health care providers to determine their readiness to incorporate the Yes You Can Tool Kit into their practice. The Clinical Practice Guidelines for Treating Tobacco Use and Dependence, 5-A's (advise, assist, arrange, ask, and assess) informs the provider how to counsel their patients in order for the patient to succeed during their quit attempts. It is important for health care providers to realize the quit line service is available for their young patients between the ages of 13 through 18, as well as adult patients. The consultant identified several practices that agreed to utilize the tool kits in Fort Bend County

including OB/GYN's, pediatricians, chiropractors, dentists, and family physicians, and emphasized the services availability for teenagers.

The TCS provided specialized priority outreach services for a population of cancer patients at an Oncologist's Office in Richmond, Texas, the Sugar Land Cancer Center, and U.S. Oncology in Sugar Land, Texas. An alliance with Dr. Vroulis from Sugar Land Cancer Center resulted in a public education presentation discussing successful cessation tips during January of 2004.

The TCS has participated in the Fort Bend Business Expo for the past four years. This has opened doors to building new relationships with business leaders and health care providers who are interested in assisting employees and patients with their quit attempts.

Media - The TCS Cessation Consultant has been active in coordinating creative media messages regarding the ACS Quit Line and the Yes You Can Campaign throughout Fort Bend County with the assistance of the Texas Department of Health Office of Tobacco Prevention in Austin, Texas. Locally, on-screen advertisements were used at two different movie mega-plex theaters in Fort Bend County to reach a diverse audience of youth and adults. The message was displayed on movie screens at each facility before the feature presentation began. The message was also shown at the front of the movie theater in Sugar Land on a 5' x 8' cine-sign. The message was initially displayed during July of 2003, and was on display as a PSA by the movie theater as of January 2007. Community reminders increase the number of youth and adults who seek cessation assistance, and ultimately, reduce the number of tobacco users in Fort Bend County.

Advertisements regarding the quit line service were displayed on grocery carts at several grocery stores throughout Fort Bend County through a national marketing service. The TCS took advantage of in-store radio messaging to promote the quit line service at the same grocery stores that used the grocery cart-advertising program and several drug stores in order to reach a vast audience of listeners. The same message used on the grocery carts was printed in several local newspapers to serve as a reminder about the quit line service before each grant year ended. During 2003 the same message was used by the national marketing service in the May 15, Sunday coupon section of the Houston Chronicle. The Sunday circulation numbers in the Fort Bend and Greater Houston area were approximately 785,000.

Outreach - The TCS performed outreach activities to reach the diverse population of Fort Bend County. During the summer the TCS organizes tobacco education activities at the county health department to reach the predominantly Hispanic population at the Rosenberg facility. These activities take place while parents and children wait to receive their immunizations to return to school. Props are used as visual aids to show the children what will happen to their bodies if they use tobacco products.

The TCS conducted outreach activities at local schools, churches, youth agencies, health fairs, employer groups, and health centers throughout Fort Bend County to educate the community about the dangers of using tobacco products and the affects of second hand smoke. Information was distributed to inform community members about the ACS Quit Line.

Coalition Activities - The TCS has been active in the local tobacco coalition by serving as Chair and Co-Chair over the past five years. The TCS coordinated coalition members and representatives from three school districts to encourage student participation in an anti-smoking, placemat contest during the Great American Smoke Out. The team reviewed the placemats and 12 winners were selected. The winning drawings were used to become a calendar, which was

distributed throughout the county to promote tobacco cessation. It was provided to local businesses, health clinics, hospitals, libraries, physician's offices, and restaurants.

Education - The TCS has been effectively educated clients at Fort Regional Council on Substance Abuse, Inc. regarding the dangers of tobacco use and the effects of second hand smoke by conducting monthly presentations. This diverse group is comprised of young adults primarily between the ages of 18 and 24 years old who are involved in a recovery program for alcohol and/or drug abuse. Many of them use tobacco products, and many of them are male of Hispanic, Caucasian, and African American origin. These educational presentations increase the clients' success at their quit attempts.

Further educational efforts presented information to attendees at the Society for Dental Hygienists in 2006. The hygienists learned about the 5 A's and why it is important to counsel their patients about quitting tobacco. They learned about free counseling the ACS provides through their quit line service in order to increase their patient's quit attempts. This extensive experience identifies FBRC as the most qualified to provide community based tobacco prevention and control activities following the model of the Substance Abuse Mental Health Services Administrations, Strategic Prevention Framework.

FBRC will provide a qualified and experienced Tobacco Cessation Specialist, Ms. O'Neak Henigan, MA to coordinate and deliver the services to the community. FBRC shall provide:

FY 2008 Activity	Feb	March-May	June-August	Annual Total
Tobacco Community Coalition (TCC)				
Number of adults involved in alternative activities	90	225	215	530
Number of youth involved in alternative activities	125	275	270	670
Number of cessation consultations with health care providers	20	60	60	140
Number of Medicaid consultations with health care providers	10	20	22	52
Number of work site cessation services consultations	3	9	9	21
Number of media awareness activities	1	1	1	3
Proposed net increase of community-based agreements (Memoranda of Understanding)	4	12	12	28

To achieve the goal of developing capacity to effect change in Fort Bend County FBRC will, work with "Tobacco Free Fort Bend" to use the findings of the needs assessment to guide selection and implementation of comprehensive tobacco prevention and control strategies. The Fort Bend Regional Council on Substance Abuse, Inc. proposes to deliver direct services as indicated:

Alternative Activities for Youth and Adults - these include school and community based prevention activities, participation in the Great American Smoke Out and Kick Butts Day, Tobacco Summit representation, Teen Ambassador projects, puppet shows and other activities designed to address tobacco cessation and prevention.

Community Consultations - this strategy includes meeting with health care and employers to enhance the availability of cessation resources. Healthcare consultations introduce physicians, dentists and pharmacists to the HHS Clinical Practice Guidelines for treating tobacco use, the American Cancer Society Quitline and the Yes You Can clinical tool kit. In 2006, FBRC's Tobacco Cessation Program reached over 200 healthcare providers through consultations.

Media Awareness Activities-including PSA's, print media, movie theatre screen advertising and local media coverage of Tobacco prevention activities.

Community based agreements- FBRC has held a leadership role in the Tobacco Free Fort Bend Coalition and has effectively mobilized the support of the partners indicated in this proposal and beyond.

Purchasing
Order # 9753

A.F.P. - 08-052

Agenda Item
36 F

Tobacco - 1115

St. 21. Item, 6-27-

Fort Bend Regional Council On Substance Abuse, Inc.
Negotiated Budget

FBRC Total Program Costs

TOTAL COST \$ 60,426

Maximum Reimbursable by County

TOTAL \$ 57,548

PERSONNEL

TOTAL COST \$37,020

Proposing 1 FTE counselor for the TCP program. Administrative staff and clerical staff includes Director of Program Compliance, Program Director, Administrative Assistants and the Executive Director. Administrative staff is allocated based upon an approved allocation methodology which is based upon the overall hours worked in the agency.

FRINGE:

TOTAL COST \$ 10,057

This is the amount of fringe benefits associated with the TCP program. This includes, matching for social security at 7.65% (\$4,338), unemployment insurance of 1.2% (\$680), workers compensation insurance at 1% (\$567), health/dental benefits at 8.42%(\$4,774) and pension of 2% (\$1,134).

TRAVEL:

TOTAL COST \$ 2,333

Mileage reimbursement is necessary for the counselors traveling to doctors' offices and hospitals. All travel is local within the area. Mileage is at \$0.445 cents per mile.

EQUIPMENT:

TOTAL COST \$0

No equipment purchases are budgeted with DSHS funds. Any equipment purchased with other funds will be in compliance with DSHS specifications.

SUPPLIES:

TOTAL COST \$6,509

Supplies necessary for the TCP program include the allocated supplies: copy paper, pens, folders, letterhead, envelopes, toner, ink cartridges, paper clips, monthly desk calendar, correction tape, , and basic office supplies. Specific supplies for the TCP grant include but are not limited to:

Calendars, Placemats, Quit Booklets, Brochures

OTHER:

TOTAL COST \$ 4,507

Accountant/director of finance who is a part-time person and performs the following: Accounts Payable, Grant Reimbursement Requests, Financial Status Reports, Audit Preparation, Monthly Financial Statements, Bank Reconciliation, Accounts Receivable Reconciliation

PROJECTED MATCH:

TOTAL MATCH \$2,877

United Way funds will be used as matching funds for this program. Costs paid for with matching funds include: Copy Machine rental, Occupancy cost not paid for above, Paychex - payroll processing fees, Other benefit costs directly associated with the personnel for this grant, Telecommunication costs- telephone, internet