

Amendment No. 1  
to  
Interlocal Cooperative Agreement  
MA 9100 - NI210000014  
between  
**UNIVERSITY OF TEXAS AT AUSTIN COLLEGE OF EDUCATION**  
and the  
**CITY OF AUSTIN**  
**Conducting and completing a tobacco-focused community health needs assessment to  
reduce tobacco disparities among LGBTQ communities**

This First Amendment to the Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the City of Austin, a home rule municipality incorporated under the law of the State of Texas, (the "City"), and The University of Texas at Austin, a state institute of higher education organized under the laws of the State of Texas through its College of Education (referred to as the "University of Texas" or "University of Texas at Austin College of Education") and a member of The University of Texas System, together the "Parties," and each individually, a "Party."

The City and the University of Texas hereby agree to the Agreement revisions listed below.

1.0 **SECTION C** of the Contract, **Agreement Amount** is hereby amended to exercise renewal option number one to add **\$10,000.00** to the contract for a total not to exceed of **\$65,000**

2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: January 27, 2021 – August 30, 2021	n/a	\$55,000
Amendment 1: Exercise Renewal Option #1 (August 31 <sup>st</sup> , 2021- April 28 <sup>th</sup> , 2022)	\$10,000	\$65,000

3.0 The Agreement is hereby amended by making the following changes to the original Agreement  
EXHIBITS:

**Exhibit A — Work Statement and Deliverables** is deleted in its entirety and replaced with a new exhibit titled:  
**Exhibit A.1 — Work Statement and Deliverables**

4.0 The Agreement is hereby amended by deleting the specified terms and conditions in its entirety and replacing it with the following:

A. Section B.

**Term:** The initial term of this Agreement shall be from January 27, 2021 through August 30, 2021, unless terminated earlier in accordance with Section M. The first renewal option term of this Agreement shall be from August 31<sup>st</sup> 2021 through April 28<sup>th</sup>, 2022 ("Amendment No.1 Term") unless a party elects to terminate the Agreement in

accordance with Section M Termination and Dispute Resolution. In addition to the first renewal option, the parties may renew this Agreement for up to three additional twelve-month renewal options each in an amount up to \$25,000 pending identified program needs and budgets in future Fiscal Years.

B. Section E.

**Services:** For the Basic Term, University of Texas at Austin College of Education will provide data analysis of the QWELL 2019 & 2020 LGBTQIA Wellbeing Survey, recruit and conduct 6-7 focus groups, and draft a Community Health Needs Assessment. University of Texas will provide additional qualitative and/or quantitative evaluation of the Breathe With Pride projects during the Amendment No.1 Term period of August 31<sup>st</sup>, 2021 through April 28<sup>th</sup>, 2022. Performance measures, including deliverables and activities, are presented in Exhibit A.1. Renewal option services would consist of process, impact, and/or outcome evaluation to determine if the project is reaching the intended goal of reducing tobacco-related health disparities among LGBTQ communities. Renewal options are contingent on the availability of funding in future project years and the scope of evaluation services needed. Evaluation activities would be determined in collaboration with Texas Department of State Health Services.

C. Section F.

**Financial Terms:**

1. City shall pay University of Texas for services rendered under this Agreement in an amount not to exceed \$65,000 for the total agreement period which includes the Basic Term and Amendment No. 1. University of Texas may utilize unspent funds (carry forward) from the basic term (January 27, 2021 – August 30, 2021) as well as the agreement change amount of \$10,000 during the term of Amendment 1.
2. Payment by the City under the terms of this Agreement is made on a cost reimbursement basis only; University of Texas must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. All expenditures will be in accordance with the budget that is included in Exhibit "C".
3. University of Texas shall not submit, and the City shall not pay, any invoice that would cause the total amount paid by the City during the initial term and Amendment No.1 of this Agreement to exceed \$65,000 (*Sixty-five thousand dollars*)
4. The making and acceptance of final payment will constitute:
  1. a waiver of all claims by the City against University of Texas, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of University of Texas to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising University of Texas' continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  2. a waiver of all claims by University of Texas at Austin against the City other than those previously asserted in writing and not yet settled.
5. University of Texas at Austin shall submit invoices to City within thirty (30) calendar days following the end of each calendar month for services provided during the preceding month. The final billing shall be received by May 16<sup>th</sup>, 2022. City shall pay

University within thirty (30) days of receipt of a complete and accurate invoice. Invoices should be broken down by budget category including salaries, fringe, supplies, contractual, and indirect.

6. Upon receipt and approval by the City of each invoice the City shall process payment to University of Texas at Austin of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.
7. University of Texas must provide the City with supporting documentation for each monthly invoice including a report of City Agreement expenditures generated from the University of Texas's financial management system and General Ledger Detail report from the University of Texas's financial management system. The following supporting documentation may be requested during an audit (per Section I), but does not need to be included with each invoice:
  - 
  - Profit & Loss Detail report from the University of Texas's financial management system
  - Check ledger from the University of Texas's financial management system
  - Payroll reports and summaries, including salary allocation reports and signed timesheets
  - Receipts and invoices
  - Copies of checks and bank statements showing transactions as cleared
8. The City retains right of final approval of any supporting documentation submitted before an invoice is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the invoice. The City reserves the right to modify the required supporting documentation, as needed.
9. University of Texas shall deposit and maintain all funds received under this agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect revenues and expenditures for the monies received under this Agreement.
10. The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement. To be allowable under this Agreement, a cost must meet all of the following general criteria:
  1. Be reasonable for the performance of the activity under the Agreement.
  2. Conform to any limitations or exclusions set forth in this Agreement.
  3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
  4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
  5. Be adequately documented.
11. The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Equipment and other capital expenditures.
3. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
4. Organization costs (costs in connection with the establishment or reorganization of an organization)
5. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
6. Selling and marketing
7. Travel/training outside Travis County

The following types of expenses are specifically **not allowable** with funds under this Agreement:

1. Alcoholic beverages
  2. Bad debts
  3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
  4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
  5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
  6. Deferred costs
  7. Depreciation
  8. Donations and contributions including donated goods or space
  9. Entertainment costs
  10. Fines and penalties (including late fees)
  11. Fundraising and development costs
  12. Goods or services for officers' or employees' personal use
  13. Housing and personal living expenses for organization's officers or employees
  14. Idle facilities and idle capacity
  15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
  16. Lobbying or other expenses related to political activity
  17. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
  18. Losses on other agreements or casualty losses
  19. Taxes, other than payroll and other personnel-related levies
  20. Travel outside of the United States of America
12. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
13. **Ownership of Property:** Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall



convey to the University of Texas 2 years after purchase, unless notified by the City in writing.

If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

**D. Section L: Reporting Requirements:**

1. University of Texas shall be responsible for understanding and complying with all necessary requirements for receiving federal funds. City will share necessary training for mandated reporting but is not responsible for informing Contractor of all reporting requirements. Identification of federal funding can be found in Exhibit "D".
2. University of Texas shall submit a "Monthly Performance Report", one of the forms attached as Exhibit "E", to City's Contract Manager no later than fifteen (15) calendar days following each calendar month. Invoices will not be approved if the Monthly Performance Report for that month has not been received. University of Texas shall submit such other reports as may be reasonably required by the City to document University of Texas's performance.
3. The Contract Manager will promptly review any written reports submitted by the Contractor, and will review and process invoices for payment, as appropriate. The City's Contract Manager will give the Contractor timely feedback on the acceptability of progress and task reports.
4. An "Annual Closeout Summary Report," one of the forms attached as Exhibit "F", shall be completed by University of Texas and submitted to the City within thirty (30) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by City. Upon termination of this Agreement, any unused, un-obligated funds, rebates, credit, program income or interest earned on funds received hereunder shall be returned to the City.

**E. Section I: Right to Audit**

1. University of Texas agrees that the representatives of the Office of City Auditor, or other authorized representatives of City, shall have access to, and the right to audit, examine, or reproduce, any and all records of University of Texas related to the performance under this Agreement during normal business hours (Monday - Friday, 8 am - 5 pm, excluding University of Texas holidays). University of Texas shall retain all such records for a period of three years after the expiration or early termination of this Agreement or until all audit and litigation matters that City has brought to the attention of University of Texas are resolved, whichever is longer. University of Texas agrees to refund to City any overpayments disclosed by any such audit.
2. University of Texas shall include subsection I.1 above in any subcontracts entered into in connection with this Agreement.
3. University of Texas acknowledges it may be subject to federal audit if University expends funds as a subrecipient under 2 CFR part 200, subpart F. Payments

received for goods or services provided as a vendor would not be considered Federal awards subject to audit.

5.0 The Agreement is hereby amended by adding the following EXHIBITS:

Exhibit C: Budget

Exhibit D: Identification of Federal Funds

Exhibit E: Monthly Performance Report

Exhibit F: Close Out Report

Exhibit G: Federal Terms

6.0 MBE/WBE goals were not established for this Agreement

7.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

8.0 By signing this First Amendment, the University of Texas certifies that the University of Texas and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this First Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**UNIVERSITY OF TEXAS**  
**AT AUSTIN**

Signature:

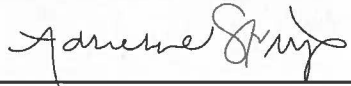
DocuSigned by:  
  
C002057780C341A

Mark Featherston  
Associate Director  
Office of Sponsored Projects

2021-09-10 | 08:28:04 PDT  
Date: \_\_\_\_\_

**CITY OF AUSTIN**

Signature:

  
\_\_\_\_\_

Date: 9/15/21

## **Exhibit A.1: Work Statement and Deliverables**

### **1. Overview**

During this period, Austin Public Health will begin implementing projects and strategies from the Breathe With Pride Tobacco Prevention Workplan. The purpose of this contract is for the University of Texas at Austin College of Education to continue to provide evaluation services including qualitative and/or quantitative analyses of the Breathe With Pride projects. The University of Texas has provided these services in the last year. These evaluations will be used for the purposes of APH planning, and assessment of overall program effectiveness towards APH's goals of increasing LGBTQ2IA+ health equity, and decreasing tobacco use and tobacco related health disparities within LGBTQ2IA+ communities in Austin and Travis County. Findings and recommendations from these evaluations will help guide further implementation of the Breathe With Pride Tobacco Prevention Workplan, which we'll continue to implement in Years 3-5 of the grant.

### **2. Performance Measures**

**D: Deliverable**

**A: Activity**

<b>Deliverable</b>	<b>Deadline</b>	<b>Supporting Documentation</b>
1. Create survey questions to assess Breathe with Pride Coalition members and Workgroups	10/1/2021	Final survey questionnaire
2. Analyze survey responses to assess Breathe with Pride Coalition and Workgroups	1/21/2022	Coalition survey responses and summary of key findings from first six months of Coalition
3. Consult on 2022 QWELL tobacco and wellness survey questions	3/28/2022	Final QWELL tobacco and wellness questions
4. Attend Coalition meetings to support process evaluation of the Coalition	3/28/2022	

## Exhibit C: Budget

The University of Texas at Austin  
Project Budget Summary

	Year 1	TOTAL
12 Salary	16,182.00	16,182.00
14 Fringe Benefits	3,000.00	3,000.00
37 Participant Incentives	1,600.00	1,600.00
50 Materials & Supplies	4,832.00	4,832.00
51 Other costs	0.00	1.00
60 Consultants/Service Agreements	0.00	0.00
75 Travel - domestic	0.00	0.00
<b>Total Direct Costs</b>	<b>27,614.00</b>	<b>27,614.00</b>
<b>MTDC</b>	<b>27,614.00</b>	<b>27,614.00</b>
90 Indirect costs	15.0% 4,142.00	4,142.00
<b>Yearly total</b>	<b>32,000.00</b>	<b>32,000.00</b>

The University of Texas at Austin  
Project Year 1

YEAR 1	
GRANT TITLE	APH Interlocal Cooperation Agreement
PR INVESTIGATOR	Michael Parent
PROJECT PERIOD	01/27/2021 - 04/28/22
FUNDING PERIOD	09/01/2021 - 04/28/22

PERSONNEL													
NAME	ROLE	BASE SALARY	9/12 BASE	WHOLE YEAR		FALL		SPRING		SUMMER		TOTAL SALARY	% FRINGE
				MOS	%	MOS	%	MOS	%	MOS	%		
Michael Parent	Principal Investigator	27,100.00	9	1.50	12.50%	4.50	33.33%	4.50	0.00%	3.00	0.00%	16,182.00	30.90%
												16,182.00	5,000.00
												21,182.00	

PARTICIPANT INCENTIVES				
NAME	DESCRIPTION	UNIT COST	QTY	TOTAL
Participant Incentives	Tango gift cards, \$20 each/ 50 participants	20.00	50	1,000.00
	Tango gift cards, \$50 each/ 12 participants (focus group participants)	50.00	12	600.00
				1,600.00

MATERIALS AND SUPPLIES				
ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
laptop		3,500.00	1	3,500.00
final cut pro		300.00	1	300.00
lpad		700.00	1	732.00
monitor		300.00	1	300.00
				4,832.00

TOTAL DIRECT COSTS				
				27,614.00

INDIRECT COSTS				
RATE	15.00%			
TEGORIES THAT EARN	27,614.00			
SUBAWARD 1 IDC	0.00			
SUBAWARD 2 IDC	0.00			
MODIFIED IDC BASE	27,614.00			
TOTAL INDIRECT COSTS				4,142.00
TOTAL COSTS				\$ 31,756.00



Exhibit D

Identification of Federal Grant Funds:

- A. Grantee Data Universal Number System (DUNS) Number: 945607265
- B. Federal Award Identification Number (FAIN): NU58DP006805-01-00
- C. Federal Grant Number: 0-9390E2X
- D. Catalog of Federal Domestic Assistance (CFDA) Name and Number:
  - National and State Tobacco Control Program 93.387
- E. Federal Award Date: 06/29/2020
- F. Federal Award Period: 04/48/2025
- G. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- H. Contact Information of Awarding Official: Stephanie Latham: (770) 488-2917

**Exhibit E: Monthly Performance Report**

<b>Progress Report - UT APH LGBTQ+ Tobacco Project - FY2021-2022 Extension</b>						
<b>Deliverable</b>	<b>Back Up Documentation</b>	<b>Final Due Date</b>	<b>Status</b>	<b>Status Description (additionally include any actual numbers reached, if applicable)</b>	<b>Status justification if status is behind schedule or past due</b>	<b>Challenges or Barriers Experienced When Performing Activity</b>
<b>A. Survey questions to assess Breathe with Pride Coalition members and Workgroups</b>	Final survey questionnaire	10/1/2021				
<b>B. Survey responses to assess Breathe With Pride Coalition and Workgroups</b>	Coalition survey responses and summary of key findings	1/21/2022				
<b>C. Consult on 2022 QWELL tobacco and wellness survey questions</b>	Final QWELL tobacco and wellness questions	3/28/2022				
<b>D. Attend Coalition meetings to support process evaluation of the Coalition</b>	Meeting attendance sheet					

**Exhibit F: Close out report**  
**Austin Public Health**  
**2022 Grant Closing Packet**  
**Checklist**

List of Documents	Signed	Enclosed
1. Checklist	_____	_____
2. Financial Summary	_____	_____
3. Expenditure Report (if applicable)	_____	_____
4. Payment Request Form (if applicable)	_____	_____
5. Program Summary	_____	_____
6. Capital Inventory Certification: <b>No purchases Allowed</b>	<u>N/A</u>	_____
7. Tax Status Certification	_____	_____

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Program Name(s): \_\_\_\_\_

City Contract Amount: \_\_\_\_\_ Fiscal year start and end dates: \_\_\_\_\_

**I certify on behalf of the agency that the attached Tax Status Certification, Capital Inventory Certification, and all other pages of this Report are complete and accurate, and that the contract terms are fulfilled.**

_____	_____	_____
Authorized Representative/Agency	Printed Name	Date

_____	_____	_____
Reviewed by COA HHSD Staff Member	Printed Name	Date

## 2022 ANNUAL CLOSE-OUT REPORT

### Austin Public Health

### PROGRAM FINANCIAL SUMMARY

1. Total contracted program amount  
(Original City Program Budget plus amendments)

\_\_\_\_\_

2. Total City-Funded program expenditures  
(May not exceed line 1 above)

\_\_\_\_\_

3. Total payments received plus outstanding invoices  
(Sum of all payments requests)

\_\_\_\_\_

4. Unexpended Contract balance released back to City  
(Line 1 minus Line 2)

\_\_\_\_\_

5. Overpayment, amount to be refunded to the City  
(Line 3 minus Line 2)

\_\_\_\_\_

If Line 4 or Line 5 is greater than zero, please provide an explanation

Explanation

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## 2022 ANNUAL CLOSE-OUT REPORT

### Austin Public Health

### CAPITAL INVENTORY CERTIFICATION

You must include and return this form even if marking "No" box below

No Capital Equipment Purchases allowed with these City contract funds

**2022 Contract Year Items-** For any capital items purchased on or between August 31, 2021  
and April 28<sup>th</sup>, 2022

☐ **No**, City funds were NOT used to purchase capital equipment during the contract term

☐ **YES**, City funds WERE used for capital equipment purchased during the contract term, and details are provided immediately below:

Description	Unit Cost (>\$5,000)	Date purchased	Serial Number	Agency's item ID or Tag #	COA inventory ID or Tag #

*(Insert additional lines and/or pages if needed)*



## **2022 ANNUAL CLOSE-OUT REPORT**

### **Austin Public Health**

### **TAX STATUS CERTIFICATION**

☐ **FULLY IN COMPLIANCE** -I hereby certify, on behalf of the agency, that the agency is current on all tax payments as of April 28, 2022, and has complied with all requirements of the law, regarding collection, payment, deposit, and reporting of federal, state, and local taxes. These legal requirements include (but are not limited to) full and timely payment of all payroll taxes such as employee withholding, Social Security, Medicare etc.

☐ **NOT IN COMPLIANCE**- The agency was not in full compliance with federal, state and local tax requirements (i.e.) was not current on all payroll and other taxes) as of April 28, 2022. Included below is a full explanation, including the name, phone and email of our agency's contact person for this issue. I understand that failure to resolve this issue satisfactorily may jeopardize the agency's current and future contracts

Explanation of why agency is NOT in compliance

## **2022 ANNUAL CLOSE-OUT REPORT**

### **Austin Public Health**

#### **PROGRAM SUMMARY- EVALUATION**

1. If you were unable to meet your program deliverables as outlined in your contract, please provide a detailed explanation for each unmet deliverable, including the efforts made to meet the deliverable, challenges and barriers that resulted in the failure to meet the deliverable.

Please provide the information in the following format.

##### **1. Deliverable #**

- **Deliverable Detail**
- **Efforts made on the deliverable**
- **Reasons for Failure to meet the deliverable**

## **EXHIBIT G: FEDERAL TERMS**

If federal funding is used for the Agreement the terms in this **Exhibit G- Federal Terms** apply and control, when applicable, and any applicable certification will be executed. In this Exhibit, "Contractor" means the University of Texas and "Applicant" means the City.

### **1. Suspension and Debarment**

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the Applicant. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Applicant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Contractor and its subcontractors who apply or bid for an award of \$100,000 or more shall file the required certification from APPENDIX A, 44 C.F.R. pt. 18, copied below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **3. Access to Records. The following access to records requirements apply to this Agreement:**

- a. Contractor agrees to provide Applicant, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the federal awarding agency its authorized representatives access to work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, Applicant and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

6. Program Fraud and False or Fraudulent Statements or Related Acts.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

7. Clean Air Act.

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to the federal awarding agency appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

8. Federal Water Pollution Control Act.

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

9. Procurement of recovered materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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.

The Contractor, The University of Texas at Austin, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
  
C662057786C341A

2021-09-10 | 08:28:04 PDT

Signature of Contractor's Authorized Official

Date

Mark Featherston, Associate Director, Office of Sponsored Projects  
Name and Title of Contractor's Authorized Official

**Certificate Of Completion**

Envelope Id: FDC835D8645C4826BAC15BD99F4249F6

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Signatures: 2

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Mark Featherston

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mdf728@eid.utexas.edu

**Signer Events**

Mark Featherston

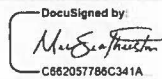
mdf728@eid.utexas.edu

Assistant Director, Office of Sponsored Projects

University of Texas at Austin

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



C662057786C341A

Signature Adoption: Uploaded Signature Image  
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Signed: 9/10/2021 8:28:04 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2021 8:27:36 AM
Certified Delivered	Security Checked	9/10/2021 8:27:42 AM
Signing Complete	Security Checked	9/10/2021 8:28:04 AM
Completed	Security Checked	9/10/2021 8:28:04 AM
Payment Events	Status	Timestamps

**Interlocal Cooperation Agreement**  
**for**  
**Conducting and completing a tobacco-focused community health needs**  
**assessment to reduce tobacco disparities among LGBTQ communities**  
**For Austin Public Health**

This Interlocal Cooperation Agreement for the completion of a qualitative and quantitative evaluation for Austin Public Health (the "Agreement") is by and between the City of Austin, a home rule municipality incorporated under the law of the State of Texas, (the "City"), and The University of Texas at Austin, a state institute of higher education organized under the laws of the State of Texas through its College of Education (referred to as the "University of Texas" or "University of Texas at Austin College of Education") and a member of The University of Texas System, together the "Parties," and each individually, a "Party."

WHEREAS, Austin Public Health (APH), a department of the City, promotes and protects a healthy community using best practices and community partnerships.

WHEREAS, the mission of APH Chronic Disease and Injury Prevention Program (CDIP) is to inspire people to take steps to adopt healthy lifestyles through promoting and modeling healthy behaviors, preventing and managing chronic disease, and promoting policy, systems, and environmental change.

WHEREAS, CDIP brings together local coalitions, businesses, non-profits, schools, and community members to create lasting changes that make it easier for everyone to be healthier.

WHEREAS, the Texas Department of State Health Services (DSHS) has allocated funds to Austin Public Health (APH) from a grant from the Centers for Disease Control and Prevention to reduce tobacco related health disparities among LGBTQ communities.

NOW THEREFORE, the City and the University of Texas agree as follows:

- A. Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the City will contract the University of Texas to conduct a tobacco-focused community health needs assessment and evaluation to reduce tobacco disparities among LGBTQ communities.
- B. Term of Agreement.** The initial term of this Agreement shall be from January 27, 2021 through August 30, 2021, unless terminated earlier in accordance with Section M. The Parties may renew this Agreement for up to four (4) additional twelve-month renewal options upon a written agreement signed by an authorized representative of each party.
- C. Agreement Amount.** The maximum amount payable by the City for the Initial Term of this Agreement shall not exceed the amount of \$55,000, and \$25,000 per twelve-month renewal option, for a total Agreement amount not

to exceed \$155,000.

**D. Authority.** This agreement is authorized under the Interlocal Cooperation Act, chapter 791, Texas Government Code. Each party paying for the performance of governmental functions or services under this agreement must make those payments from current revenue available to that party.

**E. Services.** University of Texas at Austin College of Education will provide data analysis of the QWELL 2019 & 2020 LGBTQIA Wellbeing Survey, recruit and conduct 6-7 focus groups, and draft a Community Health Needs Assessment. Performance measures, including the deliverables and activities, are presented in Exhibit A. Renewal option services would consist of process, impact, and/or outcome evaluation to determine if the project is reaching the intended goal of reducing tobacco-related health disparities among LGBTQ communities. Renewal options are contingent on the availability of funding in future project years and the scope of evaluation services needed. Evaluation activities would be determined in collaboration with Texas Department of State Health Services.

#### **F. Financial Terms**

1. City shall pay University of Texas at Austin College of Education for services rendered under this Agreement in an amount not to exceed fifty-five thousand Dollars (**\$55,000**) for the initial term.
2. The payment schedule for reimbursement is set forth in Exhibit A.
3. University of Texas at Austin College of Education shall submit payment requests to the City's Contract Manager for review and approval within 15 calendar days following each deliverable deadline identified in Exhibit A. City shall pay University of Texas at Austin College of Education within 30 days of receipt of a complete and accurate invoice. Each invoice shall include copies of any and all materials deemed by the City, in its reasonable discretion, to support and verify the invoice.
4. University of Texas at Austin College of Education shall not submit, and the City shall not pay, any invoice that would cause the total amount paid by the City during the initial term of this Agreement to exceed \$55,000 (*Fifty-five thousand dollars*) and \$25,000 (*Twenty-Five thousand dollars*) annually for each renewal term.
5. The making and acceptance of final payment will constitute:
  1. a waiver of all claims by the City against University of Texas at Austin College of Education, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of University of Texas to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising University of Texas' continuing obligations under the Agreement, including but not limited to

indemnity and warranty obligations, or (5) arising under the City's right to audit; and

2. a waiver of all claims by University of Texas at Austin College of Education against the City other than those previously asserted in writing and not yet settled.

**G. Compliance with Laws.** University of Texas at Austin College of Education agrees to comply with all applicable federal, state, and local laws and regulations in performing and providing services under this Agreement. University of Texas agrees not to discriminate against employees or other persons engaged by it to provide services under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

**H. Designation of Contract Managers**

- a.** City's Contract Manager for this Agreement is Emily Hassey, Program Coordinator, Austin Public Health, who shall be responsible for oversight of this Agreement. City's Contract Manager may meet with the University of Texas to discuss any operational issues or the status of the services or work to be performed. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. The Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract and shall participate regularly in conference calls or meetings for status reporting. The Contract Manager shall promptly review any written reports submitted by the Contractor and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.
- b.** The University of Texas at Austin Contract Manager for this Agreement is Macie Owens. The University of Texas' Contract Manager shall represent University of Texas at Austin College of Education with regard to the terms of this Agreement, on behalf of its Principal Investigator Dr. Michael Parent. Dr. Parent shall be the designated point of contact with regard to the performance of this Agreement and for the City Contract Manager.
- c.** If the University of Texas at Austin College of Education replaces its Principal Investigator, University of Texas shall promptly send written notice of the change to the other Party. If City replaces its Contract Manager, City shall promptly send written notice of the change to the University of Texas. The notice shall identify a qualified and competent replacement and provide contact information.

**I. Right to Audit.** University of Texas at Austin College of Education agrees that the representatives of the Office of City Auditor, or other authorized



representatives of City, shall have access to, and the right to audit, examine, or reproduce, any and all records of University of Texas related to the performance under this Agreement during normal business hours (Monday - Friday, 8 am - 5 pm, excluding University of Texas holidays). University of Texas shall retain all such records for a period of three years after the expiration or early termination of this Agreement or until all audit and litigation matters that City has brought to the attention of University of Texas are resolved, whichever is longer. University of Texas agrees to refund to City any overpayments disclosed by any such audit.

**J. Warranties.** Each party certifies and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party.

**K. Public Information Act.** The Parties acknowledge that each Party is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and documents related to this Agreement that are in City's or University of Texas' possession or to which City or University of Texas has access are presumed to be public and City or University of Texas may release these records to the public after the other Party consents to the release unless a mandatory or discretionary exception described in the Public Information Act applies to a document.

**L. Reporting Requirements.** The Contract Manager will promptly review any written reports submitted by the Contractor, and will review and process invoices for payment, as appropriate. The City's Contract Manager will give the Contractor timely feedback on the acceptability of progress and task reports.

**M. Termination and Dispute Resolution**

**a. Termination for Cause.** In the event of a default by a Party, the other Party shall have the right to terminate this Agreement for cause, by written notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time period in the notice, the Agreement is terminated ten (10) calendar days after the date of the notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, the Party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other Party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate, to the extent allowed by law. Each Party's rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

- b. Termination for Convenience.** Each Party may terminate this Agreement for convenience at any time upon providing at least 60 calendar days of written notice to the other Party. Upon termination, University of Texas shall immediately stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to City's Contract Manager within ten (10) business days. City shall pay University of Texas for all reimbursable costs and obligations incurred up to the date of termination. However, in no event shall University of Texas be entitled to recover any funds for unperformed services.
- c. Default.** A Party shall be in default under this Agreement if the Party fails to fully, timely and faithfully perform any of its obligations under this Agreement and fails to timely cure the failure within the time period provided in the notice of default or fails to provide adequate assurance of performance under subsection d below (Right to Assurance).
- d. Right to Assurance.** When a Party to this Agreement in good faith has reason to question the other Party's intent to perform, that Party may make a written demand on the other Party for assurance of the intent to perform. The Party who is asked for assurance shall have ten business days to provide written notice of its assurance of intent to perform. If the Party fails to provide the assurance within the required time period, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

#### **N. Insurance**

- a.** University of Texas agrees to procure the required insurance coverages attached to this Agreement as Exhibit B and deliver evidence of such coverages to City. If Subcontractors are used, University of Texas shall require all Subcontractors of every tier providing services under this Agreement to have insurance meeting the same requirements in said Exhibit B.

#### **O. Miscellaneous**

- a. Independent Contractors.** This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. City and University of Texas are independent contractors. City will not be responsible for reporting or paying employment taxes or other similar levies for University of Texas either individually or collectively that may be required by the United States Internal Revenue Service or other State or Federal agencies. University of Texas agrees and understands that this Agreement does not grant to University of Texas or its employees any rights or privileges established for employees of City.

**b. Jurisdiction and Venue.** This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflict of laws principles that would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Austin, Travis County, Texas.

**c. Force Majeure**

- i. Each party to this Agreement may excuse the failure of the other Party to perform its obligations under this Agreement to the extent, and for a period of time during which, that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the Party, and which the Party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions that affect a Party's cost but not its ability to perform.
- ii. The Party invoking Force Majeure shall give timely written notice to the other Party of the event by facsimile transmission, telephone, or electronic mail. The Party shall then promptly provide confirming written notice of the Force Majeure in the manner required by this Agreement. The Party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a Party's performance is delayed by the event of Force Majeure, the Parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

**d. Offset of Indebtedness.** University of Texas acknowledges that City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.

**e. Non-Appropriation.** University of Texas acknowledges that City has provided notice that City's payment obligations to University of Texas are payable only from funds appropriated and currently available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide University of Texas with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under this Agreement. In such event, University of Texas

may immediately terminate this Agreement and the City shall be obligated to compensate University of Texas for services performed up through the date such notice is received by University of Texas.

- f. Assignment.** Neither Party may transfer any right or obligation under this Agreement without the prior written consent of the other Party.
- g. Non-Waiver.** In no event shall any the City's or University of Texas' act or failure to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by either Party of any breach of covenant or default that may then or subsequently be committed by the other Party. Neither shall such act or failure to act in any manner impair or prejudice any right, power, privilege, or remedy available to either Party to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of either Party may waive the effect of this provision.
- h. Publicity and Publication.** University of Texas may publish results of the services provided under this Agreement. APH staff who assist in the development of the publication shall be included in authorship of the report. University of Texas shall notify the City and submit a draft of the manuscript to the City for review and comment or correction of any factually incorrect representation concerning the City at least 30 calendar days prior to submission for publication or oral presentation. City shall have the right to review, comment upon the publication and correct any factually incorrect representation about the City. City shall notify Contractor in writing within 30 calendar days of receipt of such draft whether such draft contains information deemed confidential or factually incorrect. Upon City's request, publication shall be delayed up to 60 calendar days to enable the City to secure adequate intellectual property protection or factually correct a representation of the City that would be affected by the proposed publication or oral presentation.

Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the position of the City.

- i. No Third Part Beneficiaries.** This Agreement is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of University of Texas.
- j. Suspension of Funding**
  - i.** If City makes a determination that University of Texas at Austin College of Education has failed to timely and properly perform its obligations, City may, without limiting any rights it may

otherwise have, at its discretion, and upon three calendar days within such determination provide written notice to University of Texas at Austin College of Education, and withhold further payments to University of Texas. Such notice shall be given in accordance with subsection 11 below (Notices). The notice shall set forth the default or failure alleged, and the action required for cure.

- ii. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 60 calendar days. At the end of the suspension period, if City determines that the default or deficiency has been satisfied, University of Texas at Austin College of Education may be restored to full compliance status and paid all funds withheld during the suspension period.
  - iii. City shall have the right to suspend this Agreement without prior notice to University of Texas at Austin College of Education upon a reasonable belief of imminent or actual misuse or misappropriation of this Agreement's funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed 60 days. Should City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to University of Texas at Austin College of Education notifying it of the suspension and any subsequent investigation City will undertake.
- k. Liability.** To the extent allowed by Texas law and the Constitution of the State of Texas, the City and University of Texas at Austin, College of Education agree that each party is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- l. Notices.** All notices, demands, and requests required or permitted under this Agreement shall be in writing and may be given by; (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) facsimile correspondence if a facsimile number is provided below and the sending party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission. Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days following deposit in accordance with the requirements of subsection (b) above, except for (d) above, which will provide the date

and time of delivery. For purposes of notice, the addresses of the Parties are:

University of Texas

City

College of Education

By hand delivery to:

1912 Speedway, Stop D5000  
Austin, Texas 78712  
ATTN: Dr. Michael Parent

Stephanie Hayden-Howard  
Director, Austin Public Health  
7201 Levander Loop, Building E  
Austin, Texas 78702

With a copy to:

If by Mail:

ATTN: Contracts Coordinator  
Office of Sponsored Projects  
3925 W Braker Ln  
Bldg. 156, Ste 3.340  
Austin, TX 78759  
[osp@austin.utexas.edu](mailto:osp@austin.utexas.edu)

PO Box 1088  
Austin, Texas 78767

With Copy to:

Stephanie Helfman  
Program Manager  
Austin Public Health  
15 Waller Street, 4<sup>th</sup> Floor  
Austin, Texas 78702

Either Party may designate an alternative addressee or address by sending written notice to the other Party. The Parties may make routine communications by first class mail, email, fax, or other commercially accepted means.


**m. Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the subject matter of this Agreement. The Parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any contract, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect unless signed by both Parties. This Agreement shall not be modified, amended, altered, or changed except with the written consent of both Parties.

Signatures:

University of Texas at Austin, College of  
Education

City of Austin

Signature:   
C662057786C341A  
Mark Featherston

Signature:   
Shannon Jones

Title: Assistant Director, Office of  
Sponsored Projects

Title: Interim Assistant City Manager

Date: 2021-02-11 | 19:43:26 PST

Date:

3/18/2021

## **Exhibit A: Work Statement and Deliverables**

### **1. Overview**

In Year 1, Austin Public Health will implement the grantor-required strategies which include conducting a tobacco-focused, LGBTQ inclusive community health needs assessment (CHNA). To meet this grant deliverable, Austin Public Health is contracting with University of Texas at Austin College of Education faculty with extensive research expertise in gender, sexuality, and behavioral health. The Community Health Needs Assessment will consist of quantitative data analysis of the 2019 and 2020 QWELL LGBTQIA Wellbeing Survey with emphasis on demographic, physical health, and mental health data. In addition, 6-7 focus groups will be conducted with LGBTQ community members who identify as tobacco users as well as community leaders and stakeholders to better understand tobacco-related attitudes, beliefs, behaviors, and cessation opportunities. Findings and recommendations from this Community Health Needs Assessment will help guide development and implementation of a workplan to reduce tobacco use among LGBTQ communities, which will be implemented in Years 2-5 of the grant.

Work statements and deliverables will include:

1. Submit project for Institutional Review Board Approval.
2. Create and submit focus group guide.
3. Recruit and conduct 6-7 focus groups with LGBTQ individuals who identify as tobacco users, as well as LGBTQ community leaders
4. Conduct data analysis of the 2019 & 2020 QWELL LGBTQIA Wellbeing Survey with emphasis on demographic, physical health, and mental health indicators.
5. Create draft of Community Health Needs Assessment consolidating both quantitative and qualitative findings related to prevention of tobacco use among LGBTQ communities in Austin.
6. Incorporate suggestions of Austin Public Health, Texas Department of State Health Services, and other stakeholders and submit final tobacco-focused Community Health Needs Assessment.

### **2. Deliverables**

<b>Deliverable</b>	<b>Deadline</b>	<b>Supporting Documentation</b>	<b>Payment Amount</b>
1. Submit project for Institutional Review Board Approval	February 15th, 2021	Institutional Review Board Approval submission copied to Program Coordinator at APH	\$2,000



2. Create and submit focus group guide.	March 3 <sup>rd</sup> , 2021	Focus group guide	\$3,000
3. Recruit and conduct 6-7 focus groups with LGBTQ individuals who identify as tobacco users, as well as LGBTQ community leaders	April 2 <sup>nd</sup> , 2021	Focus group qualitative report	\$10,000
4. Conduct data analysis of the 2019 & 2020 QWELL LGBTQIA Wellbeing Survey with emphasis on demographic, physical health, and mental health indicators.	April 2 <sup>nd</sup> , 2021	Data analysis report	\$10,000
5. Create draft of Community Health Needs Assessment consolidating both quantitative and qualitative findings related to prevention of tobacco use among LGBTQ communities in Austin. Integrate additional data if available from Behavioral Risk Factor Surveillance System or other community needs assessments.	April 30 <sup>th</sup> , 2021	Draft of Community Health Needs Assessment report	\$12,000
6. Incorporate suggestions of Austin Public Health, Texas Department of State Health Services, and other stakeholders and submit final tobacco-focused Community Health Needs Assessment.	May 31 <sup>st</sup> , 2021	Final Community Health Needs Assessment report	\$18,000

## **Exhibit B**

### Insurance:

The University of Texas System, and as an agency of the State of Texas is required to be:

- a. self-insured for all workers compensation, as defined by the Texas Labor Code. As such, the University provides coverage for its employees as stipulated under the Texas Labor Code, Title 5 Workers' Compensation, Chapter 503. The University's workers' compensation program is administered through a third-party administrator and adheres to rules and regulations established by the Texas Division of Workers' Compensation.
- b. self-insured for all third-party liability coverage. As such University of Texas, based on the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, has limited liability under the Act. Liability in cases of personal injury or death is limited to a maximum amount of up to \$250,000 per person and up to \$500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is up to \$100,000 for each single occurrence.
- c. Automobile liability insurance for all owned, non-owned, and hired vehicles with limits of at least \$600,000 combined single limit.