

AMENDMENT OF
INTERLOCAL COOPERATION AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TRAVIS COUNTY AND
THE UNIVERSITY OF TEXAS AT AUSTIN,
SCHOOL OF SOCIAL WORK CENTER FOR SOCIAL WORK RESEARCH
[To Add the City of Austin as a Contracting Party and Make Other Changes]

This Amendment of Interlocal ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County") and The University of Texas at Austin, School of Social Work Center for Social Work Research, an agency of the State of Texas and institution of higher education ("Center"); with this Amendment to add the City of Austin, a Texas home rule municipal corporation ("City") as a Contracting Party, and to make other changes agreed to by the Parties.

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose; and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, CH. 121, CH. 122, and other statutes); and provision of those services constitutes a public purpose.

County and Center entered into an Interlocal Cooperation Agreement ("Agreement") to provide personal and professional services and activities related to provision of services to qualified recipients, the provision of which constitutes a public purpose, with the Initial Term of the Agreement commencing on September 1, 2009, and terminating August 31, 2010. The Agreement is attached to this Amendment as Exhibit 1.

The Agreement provided for renewal and amendment of the agreement by the written agreement of the parties.

Pursuant to the Agreement, Center and County have extended the term of the Agreement through June 30, 2011.

County and Center desire to make certain changes in the Agreement including adding the City of Austin as a party to the Agreement for the new Agreement Term, and to make other mutually agreed upon changes to the Agreement.

Center will continue to provide personal and professional services for qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the Center, County and City agree to the terms and conditions stated in this Amendment.

III. DEFINITIONS

1.0 Amend Section 1.0, "Definitions," by adding the following definitions, which shall be in effect throughout the term of the Agreement:

1.14 "Agreement Funds" means all funds paid by either County or City under this Agreement.

1.15 "City Council" means the City Council of the City of Austin.

1.16 "City/County" means the City and County acting jointly as governmental entities as parties to the Agreement, as amended, or in their capacity as separate parties to the Agreement, as indicated by the context of the provisions contained in this Amendment.

1.17 "Department" means the City's Health and Human Services Department.

1.18 "Director" means David Lurie, Director of AHHS, or his successor or designated representative.

1.19 "Party" and/or "Parties" means the County, City and/or Center.

IV. GENERAL TERMS

2.0 AGREEMENT TERM

2.1 **City Term.** Effective September 1, 2010, ("Effective Date"), the City of Austin will become a party to the Agreement, as amended, for a term ending on June 30, 2011.

3.0 CITY PARTICIPATION

3.1 City, Center and County agree that all provisions related to the rights and responsibilities of County will apply to City in regard to City funding of the Agreement, as amended provided, however, that Section 25.10, titled "Dispute Resolution - Administration by Purchasing Agent," shall not apply to City.

4.0 ENTIRE AGREEMENT

4.1 **Attachments.** The Parties agree to amend the Agreement as follows:

4.1.1 Delete Attachment A, "Work Statement, Performance Measures and Budget," and substitute the Amended Attachment A, "Amended Work Statement, Performance Measures and Budget," included in this Amendment as Exhibit 2.

4.1.2 Delete Attachment B, "Request for Payment and Compliance Certification Form," and substitute the Amended Attachment B, "Amended Request for Payment and Compliance Certification Form," included in this Amendment as Exhibit . 3

4.2 Exhibits. Exhibits 1-3 referenced in this Amendment are hereby made a part of the Agreement, constituting promised performance by the Parties in accordance with the terms of the Agreement, as amended.

5.0 AGREEMENT FUNDS

5.1 The Parties agree to amend Section 13.1, "Maximum Funds," by adding an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), which shall include the following:

(a)	City Funds	\$10,000.00
(b)	<u>Additional County Funds (County General Funds)</u>	<u>\$25,000.00</u>
(c)	Total Amendment Funds:	\$35,000.00

In consideration of the full and satisfactory performance of the Agreement terms by Center, City and County, collectively, shall provide an amount not to exceed the following:

\$145,000.00

5.2 **Payment.**

5.2.1 **City Funds.** City will pay County \$10,000.00 within thirty (30) days of receipt from County of a complete and correct invoice in a form mutually agreed to by City and County. City, County and Center acknowledge that the City's funding obligation under this Agreement is limited to Ten Thousand and No/100 Hundred Dollars.

5.2.2 **County Payment.** County will pay Center as invoiced under the terms of the Agreement. The Parties agree that payment by County to Center of the additional \$10,000.00 set forth in Section 5.1(a) of this Amendment is contingent upon actual receipt of such funds by County from City.

5.2.3 **Invoices.** County will provide City with copies of invoices received by County and paid with City Funds upon receipt and payment with documentation as to the use of City Funds pursuant to the terms of the Agreement.

6.0 **GENERAL PROVISIONS**

6.1 **City Communication.** Center, City and County agree that all communication, requests, questions, or other inquiries related to the Agreement, as amended, shall be made by Center to the Department as well as to County as set forth in the Agreement.

6.2 **County and City Liability for Funds.** Center acknowledges and agrees that County shall not be liable to Center for reimbursement amounts which are to be paid from the City monies; and Center acknowledges and agrees that City shall not be liable to Center for reimbursement amounts which are to be paid from the County monies.

6.3 **No Duplication.** Center acknowledges and agrees that Center will report and receive payment for each service/Client solely from City/County Agreement Funds pursuant to the terms of the Agreement, as amended; and that there will be no duplicate payments from other sources for the same services paid for by City or County Agreement Funds.

6.4 **Reports and Records.** All reports and records will be made available to City through Department on the same terms as those reports and records are made available to County.

6.5 **Application of Terms.** Except as provided in Section 3.1 above, as of the Effective Date of this Amendment and until June 30, 2011, all terms and conditions of the Agreement shall apply to City (as between City and Center) with the same force and effect as to County (as between County and Center).

7.0 **NOTICES**

7.1 The Parties agree to amend Section 20.0, "Notices," by adding the following:

20.6 **City Address.** The address of City for all purposes under this Agreement shall be:

David Lurie, Director, Health and Human Services Department
City of Austin

P. O. Box 1088
Austin, Texas 78767

8.0 LEGAL AUTHORITY

8.1 **City Authority.** Each Party guarantees that it possesses the legal authority to enter into this Amendment, to expend funds authorized by this Agreement, and to perform the services described in this Amendment, as applicable.

8.2 **Signors.** The person or persons signing this Amendment on behalf of each Party hereby warrants and guarantees that he, she, or they have been duly authorized by the respective Party to bind that Party validly and legally to all terms, performances, and provisions in this Amendment.

9.0 INCORPORATION

9.1 Center, County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, Center, County and City hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties with respect to the subject matter hereof.

CENTER: THE UNIVERSITY OF TEXAS AT AUSTIN
SCHOOL OF SOCIAL WORK CENTER FOR SOCIAL WORK RESEARCH

By: _____
Its Duly Authorized Officer
Printed Name: _____
Date: _____

CITY OF AUSTIN

By: _____
Its Duly Authorized Representative
Printed Name: _____
Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Its Duly Authorized Representative
Date: _____

EXHIBIT 1

COPY OF INTERLOCAL AGREEMENT ATTACHED

EXHIBIT 2
ATTACHMENT A
WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

**Travis County, City of Austin and the University of Texas at Austin
School of Social Work Center for Social Work Research**

1. Purpose/Background.

At the national, state, and local levels, African Americans, and African American women in particular are disproportionately impacted by HIV/AIDS.

- National:
 - African Americans now account for over 50% of new HIV infections, although they represent only 12% of the U.S. populations.¹
 - African American women account for 66% of estimated AIDS cases among women.²
 - AIDS is the number one cause of death for African American women age 25-34 years.³
- State:
 - Texas is the fourth leading state in the number of HIV cases for African American women.⁴
 - The HIV case rate in 2006 for all females in Texas is 6.8 cases per 100,000, while the rate for African-American females is significantly higher at 36.6 per 100,000.⁵
- Local:
 - In Travis County in 2008, African American women accounted for 10% of new HIV diagnoses⁶ while comprising a mere 4.7% of the County population.⁷
 - 52% of females living with HIV/AIDS in Travis County are African American.

¹ Centers for Disease Control and Prevention, HIV/AIDS Surveillance Report, U.S. Dept. of Health and Human Services, 2008.

² Kaiser Family Foundation, HIV/AIDS Policy Fact Sheet, October 2008.

³ Centers for Disease Control and Prevention, HIV/AIDS Surveillance Report, U.S. Dept. of Health and Human Services, 2008.

⁴ Ibid.

⁵ Texas Department of State Health Services, HIV and AIDS in Texas, 2006. <http://www.dshs.state.tx.us/hivstd/stats/Epi2006/HIV06pdf>, accessed 7/20/09

⁶ Texas Department of State Health Services, HIV/STD Epidemiology and Surveillance Branch, eHARS, July 2009.

⁷ Texas State Data Center, Estimates of the Population by Age, Sex, Race and Ethnicity for Travis County, 2007.

<http://txsdc.utsa.edu/tpepp/2007ASREstimates/alldata.pdf>, accessed 7/20/09.

- The rate of newly reported HIV cases among African American women in Travis County in 2007 was 23.2 per 100,000, while that of White women and Hispanic women was 2.3 and 3.6, respectively.⁸
- In 2006, the rate of death for HIV in the African American community was 26.5 per 100,000, while Whites and Hispanics had an HIV mortality rate of 2.5 and 1.6 respectively.⁹

Poverty, chemical dependency, lack of accessible healthcare, mistrust of medical and other institutions institutionalized racism, and other related disparities have shaped the epidemic for African Americans. This proposed project aims to establish an infrastructure for the long-term implementation of the Healer Women Fighting Disease Project ("Healer Women"). The Healer Women Project is an innovative HIV prevention program designed to result in effective behavioral and attitudinal change for African American females who are at risk of contracting HIV and other diseases through unsafe sexual activity and/or substance abuse.

2. **Project Implementation.** The implementation consists of four components stated below, Center agrees to:

- A. conduct Healer Women training of trainers to establish local facilitators.
- B. implement two 16-session intervention trials of the HWP Project
- C. conduct evaluation
- D. establish long-term implementation of prevention program through coordination with community collaborators (i.e., hair salons and barbershops, churches/faith-based institutions, Black neighborhood associations, local HIV/AIDS organizations and the city/county health departments).
- E. conduct a comparison group simultaneous to the intervention

3. **Project Outcomes.**

- A. Training Session. The expected outcomes for those participating in the training session are:
 - (1) know and understand the basic African Centered Behavioral Change Model
 - (2) study and understand African-Centered philosophies of Health Promotion and Disease Prevention

⁸ Austin Travis County Health and Human Services Department HIV/AIDS Surveillance, Cross Program Surveillance Meeting Presentation, March 27, 2009.

⁹ Lyudmila Baskin, Department of State Health Services, 7/21/09.

- Methods
- (3) learn specific African-Centered Training Techniques
 - (4) master the African Centered Behavioral Change Model Training Techniques and
 - (5) become proficient with the process of developing Health and Healing Rituals
 - (6) become proficient with the African Centered Behavioral Change HIV/AIDS Prevention Curriculum and Lesson Plans.

B. Trial HWP Project. Participants will be screened by Center to determine eligibility to participate in the Project. The target population will include African American women between the ages of 18 and 60 who are at risk of contracting HIV. Eligibility documentation will be provided for County and/or City review upon request. The expected outcomes for those women participating in the trial HWP Project are:

- (1) Cognitive Realignment (i.e., increased self worth, less fatalism, increased sense of control over life, increased ability to protect self from HIV)
- (2) Cultural Restructuring (i.e., less depression, increased motivation, increased hopefulness about present and future quality of life)
- (3) Character Refinement (i.e., increased sense of health promotion, stronger intention to practice safe sex and reduction in risky sexual behavior)

4. **Timeline.**

Center agrees to follow the timeline set forth below for the Project implementation :

September, 2009	Planning Phase
October, 2009	Train the Trainers Session to train local facilitators
November, 2009-	
January, 2010	Implementation of 1st Intervention Session
August, 2010 -	
October, 2010	Implementation of 2nd Intervention Session
June, 2010 and	
November, 2010	Follow-Up testing
November, 2010 -	
June, 2011	Final Evaluation and Report

5. **Budget.**

A. Direct Costs

Salaries (Principal Investigator, Project Manager, Research Assistant)	\$ 43,425
Fringe	8,659
Professional Services ¹	4,355
Training Facilitators ²	15,618
Travel ³	2,230
Participant Incentives ⁴	18,300
Supplies ⁵	23,500
Advertising ⁶	4,800
Food ⁷	5,200
Total Direct Costs	\$126,087
(Travis County's Share of Direct Costs	\$116,087)
(City of Austin's Share of Direct Costs	\$ 10,000)

B. Indirect Costs@15% (rounded to nearest dollar)	\$18,913
(Travis County's Share of Indirect Costs	\$18,913)

¹ Biostatistician at \$65/hour for approximately 67 hours

²Salaries for six facilitators to help with intervention sessions as well as a Comparison Group facilitator and a Project Assistant

³ Mileage for Principal Investigator and Project Manager as well as costs to attend professional conference out of state. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the criteria set forth in the original Interlocal Agreement (and documentation is provided/made available supporting compliance with these requirements).

⁴ Each intervention Participant successfully completing the intervention session will receive \$190 as a stipend to compensate for the time and effort expended by each Participant. Control group participants receive \$110. "Successful completion" will be determined by Center based on attendance and other indicators of participation at a level which would ensure receipt of the full benefit of the program. Participants will be advised at the beginning of the program of the components necessary to qualify for the stipend.

⁵ Supplies include general research supplies, printing and copying costs, and purchase of training curriculum.

⁶ The City of Austin will reimburse the County to cover this expense. UT will invoice the County pursuant to the Agreement. Advertising must be purchased before 9/30/10.

⁷ The City of Austin will reimburse the County to cover this expense. UT will invoice the County pursuant to the Agreement. Food must be purchased before 9/30/10.

C. Payment Schedule for Direct and Indirect Costs

Payments will be made based upon receipt of deliverables by County as follows:

<u>Deliverable</u>	<u>Direct Cost</u>	<u>Indirect Cost</u>
Completion of Planning Phase and Train the Trainer Session	\$28,695.60	\$4,304.40
Completion of First Intervention	\$19,130.40	\$2,869.60
Completion of Second Intervention	\$39,130.50	\$5,869.50
Completion of Follow-Up and Final Evaluation and Report	\$39,130.50	\$5,869.50
TOTAL:	\$126,087.00	\$18,913.00

Payment will be made upon receipt by County of documentation of satisfactory (as determined by County) completion of each deliverable.

EXHIBIT 3
TRAVIS COUNTY REQUEST FOR PAYMENT

**Healer Women Fighting Disease Project Contract With The University of Texas at Austin -
School of Social Work Center for Social Work Research**

PURCHASE ORDER NUMBER: _____

This invoice is submitted in accordance with the terms and conditions of the above referenced contract. Contractor represents that all of the information contained in the invoice is true and accurate and that services were provided for Travis County pursuant to the Contract.

1. Description of Deliverable provided during the billing period:

2. Payment Amounts:

<u>Deliverable</u>	<u>Cost</u>	<u>Indirect Cost</u>	<u>TOTAL</u>
_____	\$ _____	\$ _____	\$ _____

3. Description of Additional Documentation Attached, if any:

4. Certified By: _____ Date: _____
Contractor Authorized Representative

5. COUNTY ACCEPTANCE OF PERFORMANCE AND APPROVAL OF INVOICE

This invoice has been reviewed and the amount of \$ _____ is approved for payment. The services performed have been deemed satisfactory in accordance with the terms and conditions of this Contract.

Certified By: _____ Date: _____
Sherri E. Fleming, Executive Manager
TCHHSVS or her Designee