

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Public Health

**AGENDA DATE:** CCA 05/28/13

**CONTACT PERSON NAME AND PHONE NUMBER:** Bruce Parsons, 771-5702

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign and submit HHSC Contract No. 529-11-0001-00024E, which is Amendment Five to HHSC Contract No. 529-11-0001-00024, and other related documents for the Texas Health and Human Services Commission, raising the total contract amount to \$638,634.43, to compensate the City for additional services provided in reference to the Texas Department of Agriculture (TDA) summer Nutrition Program calls received by the City's general 2-1-1 Information and Referral Services and to compensate the City for the resulting data reports that the City is required to submit to the Commission, with the amendment affecting the period from May 1, 2013 through August 31, 2013, and to replace the terms of Exhibit A to the original contract.

**BACKGROUND / DISCUSSION:**

**PRIOR COUNCIL ACTION:**

Original contract approved on 11/22/2010  
Amendments approved on 05/31/2011, 10/11/2011, 06/26/2012, 11/13/2012

**AMOUNT AND SOURCE OF FUNDING:**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_



**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT the City Manager be authorized to sign and submit HHSC Contract No. 529-11-0001-00024E, which is Amendment Five to HHSC Contract No. 529-11-0001-00024, and other related documents for the Texas Health and Human Services Commission, raising the total contract amount to \$638,634.43, to compensate the City for additional services provided in reference to the Texas Department of Agriculture (TDA) Summer Nutrition Program calls received by the City's general 2-1-1 Information and Referral Services and to compensate the City for the resulting data reports that the City is required to submit to the Commission, with the amendment affecting the period from May 1, 2013 through August 31, 2013, and to replace the terms of Exhibit A to the original contract.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

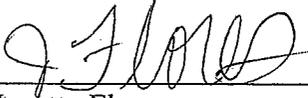
CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bruce A. Parsons, Interim Director  
Department of Public Health

STATE OF TEXAS

COUNTY OF TRAVIS

AMENDMENT FIVE  
TO THE  
INFORMATION & REFERRAL SERVICES AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND THE  
CITY OF EL PASO  
FOR  
PROVISION OF INFORMATION & REFERRAL SERVICES

This Amendment Five ("Amendment") is entered into between the Health and Human Services Commission ("Commission"), located at 4900 North Lamar Blvd., Austin, Texas, 78751, and City of El Paso ("Contractor"), located at 5115 El Paso Dr., El Paso Texas 79905. The Commission and the Contractor may be referred to in this Amendment individually as a "Party" and collectively as the "Parties."

The Parties hereby agree to amend their original Contract number 529-11-0001-00024 (the "Contract"), subject to the following terms and conditions. The Parties agree that the modified terms and conditions will apply to the Contract unless further modified or amended by the Parties.

The Parties recognize and agree that this Agreement is between agencies of the State of Texas, and that regardless of any other provision or condition in this Agreement, neither Party waives any of its rights or defenses under the sovereign immunity agencies of the State of Texas.

**ARTICLE 1. BACKGROUND AND PURPOSE**

**Section 1.01 Authorization.**

This Amendment is executed by the Parties in accordance with Section 1.14 of the Agreement.

**Section 1.02 Purpose.**

The Parties execute this Amendment for the following purpose(s):

- To adjust the budget for this Contract to compensate the Contractor for additional services provided in reference to the Texas Department of Agriculture (TDA) Summer Nutrition Program calls received in their region and data reports Contractor is required to submit to Commission each week for the duration of six weeks.

**Section 1.03 Effective date.**

Unless otherwise specified, the modifications to the Contract agreed to in this Amendment shall be effective as of May 1, 2013, and will terminate on August 31, 2013 dependent upon funding and unless extended or terminated sooner by Commission in accordance with the Agreement.

**ARTICLE 2. AMENDMENT TO THE OBLIGATIONS OF THE PARTIES**

**Section 2.01 *Modification to Section 1.09 Scope of Work – Services and Deliverables***

For Fiscal Year 2013, CONTRACTOR will continue to provide the Services and Deliverables in accordance with the Original Agreement, Scope of Work, Exhibit C, and the Scope of Work outlined in Exhibit A (attached hereto and incorporated by reference), and any agreed modifications to this document.

**Section 2.03 *Modification to Section 1.10 Payment***

For the services added to the scope of work by this Amendment, Commission will compensate Contractor up to \$880.92. The total contract amount will not exceed \$638,634.43. The CONTRACTOR understands that payment is based on costs incurred. The CONTRACTOR shall use all funds received from HHSC solely for performance of this Agreement and will not use any of such funds for any other purpose. CONTRACTOR understands and expressly assumes all risks associated with the commitment of delivery of the contracted Services and Deliverables, including the failure, termination or suspension of funding to HHSC, delays or denials of required third party approvals, and cost overruns not reasonably attributable to HHSC.

**ARTICLE 3. REPRESENTATIONS AND AGREEMENT OF THE PARTIES.**

**Section 3.01 *Continuing effect of the Agreement.***

The Parties contract and agree that the terms of the Agreement shall remain in effect and continue to govern except to the extent modified in this Amendment.

**Section 3.02 *Incorporation of the terms of the Amendment.***

By signing this Amendment, the Parties expressly understand and agree that this Amendment is hereby made a part of the Contract as though it were set out word for word in the Contract.

**IN WITNESS HEREOF**, the Commission and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized representative.

**HEALTH & HUMAN SERVICES COMMISSION**

**CITY OF EL PASO**

\_\_\_\_\_  
Liz Garbutt  
Associate Commissioner

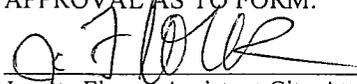
\_\_\_\_\_  
Signature Authority  
Title

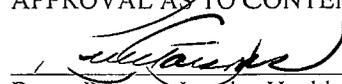
Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVAL AS TO FORM:

APPROVAL AS TO CONTENT:

  
\_\_\_\_\_  
Josette Flores, Assistant City Attorney

  
\_\_\_\_\_  
Bruce Parsons, Interim Health Director

**AMENDMENT FIVE  
TO THE  
INFORMATION & REFERRAL SERVICES AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
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Exhibit A  
PROGRAM INSTRUCTIONS**

Each regional 2-1-1 Area Information Center (AIC) in the 2-1-1 Texas Information & Referral Network (TIRN) is required to complete the following tasks as part of this amendment.

- On, or before May 20, 2013, all Information Specialists, Database Personnel and 2-1-1 AIC Call Center Managers will complete training in preparation to provide Summer Nutrition Programs (SNP) Information & Referral.
- On, or before May 20, 2013, all AICs will begin receipt of daily data to include SNP site locations, times of service, and contact information. Each data update will be ready for use by local Call specialists as of 10:00 am on the day following receipt of the data.
- Beginning May 20, 2013, AICs will provide current SNP information to 2-1-1 TIRN callers. Referrals to SNP sites will be provided twenty-four hours per day, seven days per week throughout the summer.
  - Each AIC will submit one report per week, using the [www.211texasreports.org](http://www.211texasreports.org) reporting tool, for the initial six weeks of the program. The initial report will be due by close of business on Tuesday, May 28, 2013. The additional five weekly reports will be due by close of business each following Tuesday as indicated:
    - June 4, June 11, June 18, June 25 and Tuesday, July 2.
- Each AIC will submit one report per month, using the same reporting tool, [www.211texasreports.org](http://www.211texasreports.org) for the following two months of the program. The initial report will be due by close of business on Tuesday, August 6, 2013. The last report will be due by close of business on Friday, September 6, 2013.
- Data to be recorded for each call includes (1) the date of the call, (2) the AIC region receiving the call, (3) the zip code from which the call originated, (4) the total number of calls for the week, (5) the number of calls where a suitable site was not available, and (6) source from which the caller learned about the SNP.
- On or before May 20, 2013, the AIC will designate one staff person who will receive and forward complaint forms.

Note: In the event that further program information or clarifications become available, the AIC will receive and distribute the updated information to all 2-1-1 staff.

**Reimbursement/Invoicing**

- Summer Food Program Invoices can be submitted via electronic email to 2-1-1 Fiscal Coordinator, Neva Price at [neva.price@hhsc.state.tx.us](mailto:neva.price@hhsc.state.tx.us) or designee beginning 9/03/13 through final deadline date of 10/15/13. Invoice should contain the following:
  - Date of Invoice
  - Months of Service (5/20/13-8/31/13)
  - Contract amendment number
  - Itemized Costs
  - Contract amendment dollar amount
  - Tax ID number

## Costs Categories

Funds maybe used to cover expenses in the following costs categories:

- Personnel
- Fringe Benefits
- Travel
- Supplies
- Equipment
- Other