

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

DEPARTMENT: Public Health

AGENDA DATE: CCA 09/30/13

CONTACT PERSON NAME AND PHONE NUMBER: Robert Resendes, 771-5794

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign and submit HHSC Contract No. 529-11-0001-00024F, which is Amendment Six 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 \$850,634.43, to compensate the City for additional services provided in reference to 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 September 1, 2013 through August 31, 2014.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

Original Agreement signed 11/22/10

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. 529-11-0001-00024F, which is Amendment Six 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 \$850,634.43, to compensate the City for additional services provided in reference to 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 September 1, 2013 through August 31, 2014.

PASSED AND APPROVED this _____ day of _____, 2013.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney

Robert Resendes, MBA, MT(ASCP), CLS(RI)
Department of Public Health, Director

STATE OF TEXAS

COUNTY OF TRAVIS

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

This Amendment Six (“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 Renewal individually as a “Party” and collectively as the “Parties.”

The Parties hereby agree to renew 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 Renewal for the following purpose(s):

- To adjust the budget for this Contract to compensate the Contractor for another year of operations costs related to provision of comprehensive Information & Referral services within the Contractor's designated region.

Section 1.03 Effective date.

Unless otherwise specified, the modifications to the Contract agreed to in this Amendment shall be effective as of September 1, 2013, and will terminate on August 31, 2014 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 State Fiscal Year 2014, CONTRACTOR will continue to provide the Services and Deliverables in accordance with the Original Agreement, Scope of Work, Exhibit C, (previously attached and incorporated by reference), and any agreed modifications to this document.

Section 2.02 *Modification to Section 1.10 Payment*

For the services and scopes of work referenced in the above section, Commission will compensate Contractor up to \$212,000.00. The total contract amount will not exceed \$850,634.43. 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

Kyle Janek, MD
Executive Commissioner

Joyce A. Wilson
City Manager

Date: _____

Date: _____

APPROVAL AS TO FORM:

APPROVAL AS TO CONTENT:

Josette Flores, Assistant City Attorney

Robert Resendes, MBA, MT (ASCP),
CLS (RI), Health Director.