

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

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA Consent 10/11/11

CONTACT PERSON/PHONE: Michael Hill, Director (771-5702)

DISTRICT(S) AFFECTED: All

SUBJECT:

THAT the City Manager be authorized to sign and submit HHSC Contract No. 529-11- 0001-00024B, which is Amendment Two to HHSC Contract No. 529-11-0001-00024, and other related documents for the Texas Health and Human Services Commission, in the amount of \$212,000 for the period of September 1, 2011 through August 31, 2012, for the City to provide general 2-1-1 Information and Referral Services through the City's Department of Public Health, to adjust the contract budget to allow for another year of operations costs and to replace the terms of Exhibit B to the original contract.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

n/a

AMOUNT AND SOURCE OF FUNDING:

n/a

BOARD / COMMISSION ACTION:

N/A

*****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. 529-11-0001-00024B, which is Amendment Two to HHSC Contract No. 529-11-0001-00024, and other related documents for the Texas Health and Human Services Commission, in the amount of \$212,000 for the period of September 1, 2011 through August 31, 2012, for the City to provide general 2-1-1 Information and Referral Services through the City's Department of Public Health, to adjust the contract budget to allow for another year of operations costs and to replace the terms of Exhibit B to the original contract.

PASSED AND APPROVED this _____ day of _____, 2011.

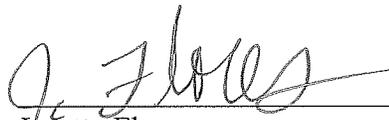
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Michael Hill, Director
Department of Public Health

STATE OF TEXAS

COUNTY OF TRAVIS

AMENDMENT TWO
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 Two ("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, 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 mutual agreement between the Parties.

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 another year of operations costs related to provision of comprehensive Information & Referral services within the Contractor's designated region.
- Additionally, the purpose of this amendment is to replace Exhibit B, previously attached and incorporated to the Original Agreement with Laws and Regulations Governing Civil Rights. All references and/or inclusions of HHSC's Uniform Terms and Conditions in the Original Agreement are hereby deleted.

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, 2011, and will terminate on August 31, 2012 dependant 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 2012, CONTRACTOR will continue to provide the Services and Deliverables in accordance with the Original Agreement, Scope of Work, Exhibit D, and the Scope of Work in Amendment One, Exhibit A (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, the Commission will compensate Contractor up to \$212,000.00. The total contract amount will not exceed \$424,878.04. The CONTRACTOR understands that payment is based on costs incurred and will be reimbursed in accordance with the Payment Schedule outlined in Exhibit E of the original contract. 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.

Section 2.03 *Laws and Regulations Governing Civil Rights*

(a) CONTRACTOR agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
- (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

CONTRACTOR agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

(b) CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. CONTRACTOR also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) CONTRACTOR agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States

Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(d) Upon request, CONTRACTOR will provide HHSC Civil Rights Office with copies of all of the CONTRACTOR'S civil rights policies and procedures.

(e) CONTRACTOR must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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
Director
Office of Community Access

Joyce A. Wilson
City Manager

Date: _____

Date: _____

APPROVAL AS TO FORM:

APPROVAL AS TO CONTENT:



Josette Flores, Assistant City Attorney



Michael Hill, Director

