

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** CCA 111312

**CONTACT PERSON NAME AND PHONE NUMBER:** Angela Mora, 771-5754

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager or designee be authorized to sign and submit Amendment Four to the Information & Referral Services Agreement with the State of Texas Health and Human Services Commission to adjust the budget by adding \$212,000 and extending the contract for another year, through August 31, 2013, with the total multi-year contract not to exceed \$637,753.51; and that the City Manager or designee be authorized to sign any amendments thereto to extend the project for up to twelve months, to make adjustments to the contract program budget that do not change the contract amount, and to sign all related certifications.

**BACKGROUND / DISCUSSION:**

The 2-1-1 Area Information Center (AIC) is a provider of general information and referral services for the Rio Grande Region. It performs tasks to ensure the provision and availability of Information and Referral (I&R) service within the designated service area/region(s) including: ensuring calls are answered twenty-four (24) hours per day; seven days (7) a week including holidays; providing statewide child care information and referral services to child care providers, employers, employees, and families, specifically, low-income working families that are eligible for child care subsidies, as well as at-risk families who do not meet income level eligibility requirements for subsidized care; conducting and participate in community outreach and education activities with a focus on child care and education resources in each county within its designate service area/region(s).

**PRIOR COUNCIL ACTION:**

Since 2008, City Council has approved the Information & Referral Services Agreements ( and Amendments) with the State of Texas Health and Human Services Commission.

**AMOUNT AND SOURCE OF FUNDING:**

The amount of \$212,000 is granted by the State of Texas Health and Human Services Commission.

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_

**RESOLUTION**

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

THAT the City Manager or designee be authorized to sign and submit Amendment Four to the Information & Referral Services Agreement with the State of Texas Health and Human Services Commission to adjust the budget by adding \$212,000 and extending the contract for another year, through August 31, 2013, with the total multi-year contract not to exceed \$637,753.51; and that the City Manager or designee be authorized to sign any amendments thereto to extend the project for up to twelve months, to make adjustments to the contract program budget that do not change the contract amount, and to sign all related certifications.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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 FOUR  
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 Four ("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 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 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, 2012, 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 State Fiscal Year 2013, 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 \$637,753.51. 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,  
Community Access and Services

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

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

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

**APPROVAL AS TO FORM:**

**APPROVAL AS TO CONTENT:**

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

\_\_\_\_\_  
Michael Hill, Director