



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 3, 2013

**Prepared By/Phone Number:** Diana Ramirez (512) 854-9694

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive *LB*

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on amendment to Interlocal Agreement with Central Health

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Two Travis County offices provide Central Health with services that are reimbursed as part of the interlocal agreement between Travis County and Central Health. The County Attorney's Office provides Central Health with legal advice and counsel. The Cash Investment Office in the Planning and Budget Office (PBO) provides investment and financial management services to Central Health.

This amendment will raise the reimbursement due to the County for the legal services from an amount not to exceed \$399,562 to \$455,880, an increase of \$56,318. This increase will reimburse the County for higher salary and benefits costs.

This amendment will further raise the reimbursement due to the County for investment and financial management services from \$80,771.67 to \$84,318.38, an increase of \$3,546.71. This increase will reimburse the County for the growing workload related to providing these services and higher salary and benefits costs.

### STAFF RECOMMENDATIONS:

PBO recommends approval of this amendment.

### ISSUES AND OPPORTUNITIES:

The amendment will allow the County to be reimbursed for the services it provides to Central Health.

### FISCAL IMPACT AND SOURCE OF FUNDING:

If the amendment is approved, the additional reimbursement amounts will be included in the Auditor's Fifth Revenue Estimate.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**REQUIRED AUTHORIZATIONS:**

**Leslie Browder, Planning and Budget Office (512) 854-9106**

**Jessica Rio, Planning and Budget Office (512) 854-9106**

**County Judge's Office (512) 854-9555**

**COPIES TO:**

Daniel Wilson, County Auditor's Office

The Honorable David Escamilla, Travis County Attorney

John Hille, Beth Devery, County Attorney's Office

Deborah Laudermilk, Cash Investment Management

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**FIRST AMENDMENT OF AMENDED AND RESTATED  
INTERLOCAL AGREEMENT BETWEEN CENTRAL HEALTH  
AND TRAVIS COUNTY, TEXAS**

This First Amendment of Amended and Restated Interlocal Agreement (this "First Amendment") is entered into between the Travis County Healthcare District d/b/a Central Health ("Central Health"), a hospital district created under Chapter 281 of the Texas Health & Safety Code, as amended (the "Act"), and Travis County, Texas (the "County"), a political subdivision of the State of Texas.

**RECITALS**

**WHEREAS**, in September 2012, Central Health and County entered into an Amended and Restated Interlocal Agreement regarding services that County would provide Central Health; and

**WHEREAS**, Central Health and County desire to amend the Agreement to update the amounts payable for certain Services to ensure that the efficient delivery of health care to eligible residents of Central Health continues;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, Central Health and County agree as follows:

**AMENDMENT**

1.0 The parties hereby amend Section 1.5 to read as follows:

1.5 County shall provide legal advice and counsel through the Travis County Attorney's Office in compliance with Texas Health and Safety Code Section 281.056, reimbursable to County up to a cost not-to-exceed amount of \$455,880 for Fiscal Year 2013 and each fiscal year thereafter, until amended as allowed by this Agreement. The County Attorney's Office will invoice Central Health monthly for the cost of services. Central Health shall pay the invoice within 30 days of receipt.

2.0 The parties hereby delete Section 1.4 and renumber the remaining sections in Section 1 to reflect the deletion of Section 1.4.

3.0 The parties hereby amend Section 1.1 (A)(I) to read as follows:

(I) Manage Central Health resources in accounts established so that the balances in the operating account for each day are approximately \$100,000 by using transfers to and withdrawals from local government investment pools;

4.0 The parties hereby amend Section 1.1 (C) to read as follows:

(C) In exchange for the Services described in 1.1 (A) and (B), Central Health agrees to pay County the total sum of \$84,318.38, paid in monthly payments of \$7,026.53 beginning on October 1, 2013. The County Executive for Travis County Planning and Budget Office, and Central Health's President and CEO may amend the amounts of the total sum and monthly payments set forth in this section by an instrument in writing that is signed by both parties.

5.0 Except as provided herein, all terms, conditions, and provisions of the Agreement, as amended remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, this First Amendment has been executed and delivered on behalf of Central Health and County as of the date set forth below by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

**CENTRAL HEALTH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge  
Date: \_\_\_\_\_