

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

**DEPARTMENT:** Health

**AGENDA DATE:** January 21, 2020

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Claudia Lozano, (915) 212-6629

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8. NURTURE AND PROMOTE A HEALTHY,  
SUSTAINABLE COMMUNITY

**SUBGOAL:** N/A

**SUBJECT:** That the Mayor is authorized to notify Texas Tech University Health Sciences Center at El Paso ("TTUHSC EP"), that the City is terminating the Agreement for cause pursuant to the provisions and requirement of Article VI, Term/Termination, due to TTUHSC EP's inability to provide the remaining deliverables under the Agreement and that the termination shall be effective as of January 21, 2020; and that the City Manager or his designee is authorized to seek recoupment of any overpayment of funds made by the City to TTUHSC EP.

**BACKGROUND / DISCUSSION:** The City of El Paso provided \$642,967.00 in Medicaid Waiver monies from 2016 through 2019 to fund and support research activities for the "Oral Health El Paso 1115 Waiver Program Project". Due to unforeseen circumstances and despite efforts to ameliorate such, the research project deliverables were not fully met.

**PRIOR COUNCIL ACTION:**

February 9, 2016 – Interlocal agreement was approved to begin the research project  
May 30, 2017 – a first amendment to the Agreement was authorized  
January 22, 2019 – a second amendment to the Agreement was authorized

**AMOUNT AND SOURCE OF FUNDING:**

Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program. \$642,967.00



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

**DEPARTMENT HEAD:** Robert Resendes, MBA, MT(ASCP)

(If Department Head Summary Form is initiated by Purchasing, client  
department should sign also)

## **RESOLUTION**

**WHEREAS**, on February 9, 2016, the City of El Paso (the “City”) and Texas Tech University Health Sciences Center at El Paso (“TTUHSC EP”) entered into an Interlocal Agreement for TTUHSC EP researchers to conduct the research entitled “Oral Health El Paso 1115 Waiver Program Project for which the City shall pay TTUHSC EP up to \$958,058.00 with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects; and

**WHEREAS**, the focus of the research was to develop a regional human dental tissue and fluid bank, allow researchers to analyze said tissue and fluid samples for factors which may contribute to dental disease and chronic health conditions, with the results to be disseminated to City Council and other stakeholders to improve the health status of underserved populations in El Paso; and

**WHEREAS**, on May 30, 2017, the City and TTUHSC EP entered a first amendment to the Agreement that authorized the extension of the project and the collection of research subjects from facilities other than the City’s dental clinic; and

**WHEREAS**, on January 22, 2019, a second amendment to the Agreement was executed to extend the contract termination date to January 31, 2020 to allow TTUHSC EP additional time to complete the research activities and findings on the research subjects currently enrolled and to reduce the cost to the City by an amount of \$315,091.00 for a total payment by the City to TTUHSC EP of \$642,967.00.

**WHEREAS**, on December 17, 2019, TTUHSC EP notified the City it would not be able to provide the remaining deliverables under the Agreement; and

**WHEREAS**, the City finds that TTUHSC EP is in default of the Agreement because TTUHSC EP is no longer able to perform its duties under the Agreement; and

**WHEREAS**, pursuant to Article VI, Term/Termination of the Agreement the City is authorized to terminate the Agreement immediately for cause upon notification to TTUHSC EP of the cause for termination and should any overpayment be made by the City, the City shall notify TTUHSC EP and TTUHSC EP shall return said overpayment to the City within five (5) days of written notice by the City; and

**WHEREAS**, the City desires to terminate the Agreement for cause and obtain any overpayment of funds from TTUHSC.

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

That the Mayor is authorized to notify Texas Tech University Health Sciences Center at El Paso (“TTUHSC EP”) that the City is terminating the Agreement for cause, pursuant to

the provisions and requirements of Article VI, Term/Termination, due to TTUHSC EP's inability to provide the remaining deliverables under the Agreement and that the termination shall be effective as of January 21, 2020; and that the City Manager or his designee is authorized to seek recoupment of any overpayment of funds made by the City to TTUHSC EP.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

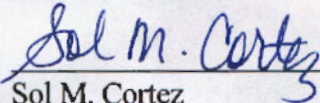
**THE CITY OF EL PASO**

\_\_\_\_\_  
Dee Margo,  
Mayor

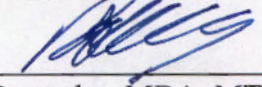
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Robert Resendes, MBA, MT (ASCP)  
Department of Public Health, Director