



# COUNTY OF EL PASO

## HUMAN RESOURCES DEPARTMENT

BETSY C. KELLER  
DIRECTOR

### MEMORANDUM

**Date:** April 23, 2010

**To:** The Honorable Anthony Cobos, County Judge and  
Members of Commissioners Court

**From:** Betsy Keller, Human Resources Director

*REG FOR BETSY KELLER*

**Re:** AGENDA ITEM

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Please place the following on Commissioners Court consent agenda for the meeting scheduled for Monday, May 3, 2010.

Approve the first of two one year renewal options on the contract with Crest Benefits Consulting for Consultation and Actuarial Services for the County's Health and Dental Benefits Plan with the amendment recommended by the County Attorney. The Risk Pool Board recommended renewing the amended contract at their 4-21-10 meeting.

Thank you.

Attachments

STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO)

**AMENDMENT TO SERVICES AGREEMENT**

This Amendment is made to that Services Agreement by and between the **COUNTY OF EL PASO** ("County"), a political subdivision of the State of Texas, and **CREST BENEFITS CONSULTING, A DIVISION OF JDW INSURANCE**, a Texas corporation ("Contractor"), which commenced May 21, 2007.

WHEREAS, Exhibit A to the Agreement provides that the initial term of the contract was for three years, renewable at the prices listed for two additional one year periods at the option of the County;

WHEREAS, the Agreement may be amended, extended, or modified by a written document approved and executed by the parties to the Agreement;

WHEREAS, the County has chosen to exercise its option to extend the term of the contract for one year, until May 31, 2011;

NOW THEREFORE it is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed Agreement, effective May \_\_\_\_\_, 2010 as follows:

**I. SECTION 2 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:**

2. Time of Performance: The duties of the Contractor shall commence on May 21, 2007 and terminate on May 31, 2011. The Agreement may be amended, extended or renewed by written agreement of both parties as set forth in Section 10(f) of this Agreement.

**II. SECTION 3 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:**

3. Compensation and Method of Payment: The County will pay to Contractor an amount not to exceed \$50,000.00 per year for the services, payable at the rates set forth in Exhibit A. Except for the expenses set forth in Exhibit A which are approved by the County, Contractor shall be responsible for all other expenses incurred while performing services under this Agreement. Contractor's invoices shall conform to the following:

- a. Contractor shall submit invoices for all services rendered to the County's Human Resources Director on a monthly basis.
- b. Contractor invoices shall include
  - (i) the name of the person whose work is being billed for;
  - (ii) a plain English description of the work done within the time billed;
  - (iii) a legend or definitions for acronyms or other jargon used in the invoice;
  - (iv) the date of the work done and the length of time spent on it;
  - (v) disclosure if other clients are also being billed for the same work (training, conferences, preparation of materials, etc.)

c. Contractor agrees to submit the final invoice for services rendered during a fiscal year within 30 days after the end of the fiscal year.

d. Fees for services that are not invoiced to the County in a timely manner as provided above are deemed waived by Contractor.

III. SECTION 10(d) IS MODIFIED AS FOLLOWS:

Notice to the Director, Human Resources Department, El Paso County, shall be sent to 800 E. Overland, Suite 223, El Paso, Texas 79901.

IV. SECTION 12 IS ADDED TO THE AGREEMENT, AS FOLLOWS:

12. Contractor shall provide Risk Pool Board Member orientation and training regarding their role and duties as well as a pertinent orientation covering auditing, legal, personnel, TPA and continuing education requirements. Contractor shall provide such training via presentations to the board or via prepared material to be provided to the Risk Pool Board members for self-study. A schedule of the training presentations and a list of self-study materials, which shall meet the requirements of Local Government Code section 172.007, shall be provided to the Risk Pool Board annually at the June board meeting.

All other terms and conditions not amended herein to remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this agreement at El Paso, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

COUNTY:  
The County of El Paso, Texas

CONTRACTOR:  
Crest Benefits Consulting, a division of  
JDW Insurance

By: \_\_\_\_\_  
County Judge Anthony Cobos

By: \_\_\_\_\_  
Randy McGraw, CEBS  
Executive Vice-President

ATTEST:

\_\_\_\_\_  
County Clerk