

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

DEPARTMENT: Public Health

AGENDA DATE: 2/5/2019

CONTACT PERSON NAME AND PHONE NUMBER: Robert Resendes 915-212-6500

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Be it resolved by the City Council of the City of El Paso: That the Mayor be authorized to sign an Interlocal Agreement between the County of El Paso, Texas ("County"), on behalf of its Juvenile Probation Department ("JPD"), and the City of El Paso, Texas ("City"), on behalf of its Department of Public Health ("DPH"), to have the City, through its DPH Rawlings Dental Clinic, provide dental services, counseling and prevention education services to juveniles at the JPD, effective upon execution of the Agreement through August 31, 2019, and automatically renewed annually thereafter for one-year term, with payment by the County to the City for services rendered based on the current Medicaid dental fee schedule, and subject to the availability of funds.

BACKGROUND / DISCUSSION:

n/a

PRIOR COUNCIL ACTION:

n/a

AMOUNT AND SOURCE OF FUNDING:

n/a

BOARD/COMMISSION ACTION:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the County of El Paso, Texas ("County"), on behalf of its Juvenile Probation Department ("JPD"), and the City of El Paso, Texas ("City"), on behalf of its Department of Public Health ("DPH"), to have the City, through its DPH Rawlings Dental Clinic, provide dental health services, counseling and prevention education services to juveniles at the JPD, effective upon execution of the Agreement through August 31, 2019, and automatically renewed annually thereafter for one-year term, with payment by the County to the City for services rendered based on the current Medicaid dental fee schedule, and subject to the availability of funds.

Dated this _____ day of February, 2019.

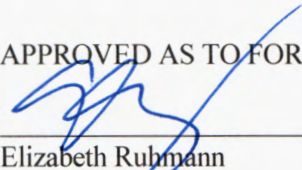
CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

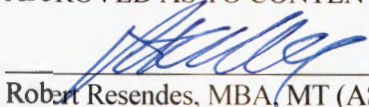
Laura D. Prine
Interim City Clerk

APPROVED AS TO FORM



Elizabeth Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT



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



RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

**JUDGE ENRIQUE H. PEÑA
JUVENILE JUSTICE CENTER**

**YAHARA LISA GUTIERREZ
JUDGE
65TH JUDICIAL DISTRICT COURT**

ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES AND OPERATIONS

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND SUPPORT

January 22, 2019

Via Certified Mail
7018 0040 0000 2659 5715

City of El Paso
300 N. Campbell
El Paso, Texas 79901

Re: Partially Executed Agreement
No: 2018-0316

Dear Ms. Duran,

Enclosed for your records you will find two sets of originals for JPD, and DPH on behalf of the El Paso Juvenile Probation Department.

Please have both sets of original enclosed signed by the appropriate individuals. Once you have obtained the necessary signatures on your end, please return one of the originals to JPD at my attention. You may retain the other original for your records.

Please don't hesitate to contact me at (915) 849-2500 Ext. 2030 or via email at AThomas@epcounty.com if you have any questions regarding the above.

Respectfully,


Arlene C. Thomas
Administrative Assistant
JPD General Counsel Unit

/act
Enclosures

AN EQUAL OPPORTUNITY EMPLOYER

6400 DELTA DRIVE • EL PASO, TX 79905 • TELEPHONE (915) 849-2500 • FAX (915) 849-2577

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT
FOR DENTAL SERVICES**

WHEREAS, this Interlocal Agreement for Dental Services ("Agreement") is entered into by and between the County of El Paso, Texas ("County"), on behalf of its Juvenile Probation Department, and the City of El Paso, Texas ("City"), on behalf of its Department of Public Health; and

WHEREAS, the Texas Interlocal Cooperation Act, as set forth in Chapter 791, Texas Government Code allows local government and political subdivisions of the state to contract among each other for governmental functions and services including all or part of a function in the area of public health and welfare; and

WHEREAS, the County desires to have the City, through its Department Of Public Health Rawlings Dental Clinic hereafter called "DPH" provide dental health services, counseling and prevention education services provided to juveniles at the JPD; and

WHEREAS, this Agreement will improve, the public health and welfare of the community by providing the following dental health services to juveniles maintained at the JPD.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1.0 Purpose:

- 1.01 This Agreement will specify the functions and relationships between the City of El Paso — Department of Public Health — Rawlings Dental Clinic (DPH) and El Paso County on behalf of the Juvenile Probation Department (JPD) in providing dental health services to juveniles of JPD.

2.0 Administrative/ Management

- 2.01 The screening and medical follow-up of JPD juveniles will be according to written protocols of the DPH and dental consultant.
- 2.02 Policies and procedures relative to disease education, prevention and intervention will comply with regulations and guidelines from the Texas Department of Health, the Centers for Disease Control and Standards for Juvenile Detention Facilities of the Texas Juvenile Justice Department.
- 2.03 Absent extenuating circumstances, the County will ensure that JPD juveniles have completed a Medical History and Treatment Plan Consent Forms, and any other necessary documents as determined by the Department of Public Health, prior to receiving treatment.

3.0 Service to be performed by "DPH"

- 3.01 Oral examinations shall be performed at the Department of Public Health Rawlings Dental Clinic by a dentist licensed in the State of Texas.
- A. Each examination will be performed with proper illumination; dental mirror and via explorer for diagnostic instruments.
- B. All supplies instruments and materials are to be furnished by dental provider.
- 3.02 DPH dental services shall consist of X-Ray services, comprehensive oral examination, dental prophylaxis/preventive services and other dental care.
- 3.03 DPH dental services can also consist of the following if needed root canals space maintainers, oral surgeries, crowns (only stainless steel) and fillings (both composite and amalgam).
- 3.04 Emergency dental care may consist of prescription and/or referral to proper agency of authority. The clinic can provide the diagnosed treatment according to the findings in the dental exam.
- 3.05 DPH shall provide a block of time each Wednesday, or a set block of time each week or any other time mutually agreed by each party to this Agreement. DPH shall treat a maximum of 6 juveniles during that time. DPH shall also be available during other regular hours when necessary for services listed in this Agreement.
- 3.06 DPH shall provide to JPD, the original dental card or legible copy of the dental card.
- 3.07 DPH will provide dental health prevention lectures and discussions to groups of juveniles, as resources permit, at the JPD facility located at 6400 Delta Drive, El Paso, Texas 79905.
- 3.08 DPH will provide treatment, prevention posters and literature to assist JPD staff in conveying complete and consistent health messages to Juveniles.
- 3.09 DPH will make persons related to or associated with juveniles aware of DPH programs and projects that may improve the health status of persons utilizing such services.
- 3.10 DPH shall be responsible for providing the updated Medicaid dental fee schedule to Juvenile Probation Department accounting unit.

4.0 Service to be performed by JPD

- 4.01 JPD shall perform the following services:

- A. JPD shall pay the City for services rendered by the City to JPD patients based on the current Medicaid dental fee schedule.
- B. Payment shall be made on invoiced services within forty five (45) days of receipt by JPD.
- C. Method of Payment: The Juvenile Probation Department shall receive an invoice from DPH. The JPD will verify the services performed by DPH through the JPD's Authorization for Service contract and all supporting documentation. The Department will then process the invoice for payment through the County Auditor's Office within forty five (45) days of receipt. The County Auditor's Office will generate a check payable to the City/DPH after Commissioner's Court approval.

5.0 Financial Information

- 5.01 DPH shall submit claims on invoices bearing DPH's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation ATTN: Accounting Department, 6400 Delta Dr., El Paso, TX 79905. Letterhead shall contain an accurate mailing address and telephone number where DPH can be reached during normal business hours. DPH's invoice must indicate an invoice number and contract number (2018-0316), juvenile's name, date of birth, type of service and related cost. Statement of Services Rendered shall be submitted as supporting documentation. If the report/documentation is not submitted, payment will be delayed until documentation is provided to the Juvenile Probation Department.
- 5.02 JPD will refer juveniles to DPH for service, DPH shall identify services and dates of service as needed. Based on information submitted by DPH, the Juvenile Probation Department employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation Department and received by DPH prior to services being rendered. Failure to receive the authorization of service will result in DPH absorbing the cost for services not approved.
- 5.03 DPH must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with the Juvenile Probation Department.
- 5.04 DPH shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of seven (7) years after the end of the contracted period. If any litigation, claim or audit involving these records commences before the seven (7) year period expires, DPH must keep records and documents for not less than seven (7) years or until all litigation, claims or audit findings are resolved; whichever is later.

6.0 Sanctions

- 6.01 As determined in the reasonable judgment of the Juvenile Probation Department, failure of DPH to comply with any provisions of this Agreement or a failure to achieve set goals and/or outcomes of failure of DPH to properly administer subcontracts and take appropriate corrective action in the event of violations by sub-contractor may be considered a material breach of this Agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments. DPH may be ineligible to receive future contracts.

7.0 Terms of Agreement and Termination

- 7.01 This agreement shall become effective upon execution and shall remain in effect contingent on the availability of funds until September 30, 2019. This agreement shall be automatically renewed annually thereafter until terminated by either party. Either party to this agreement may terminate this agreement at any time upon thirty (30) days written notice, with or without cause.
- 7.02 Any notice required-in this agreement must be given in writing and shall be sent to the following persons and addresses below.

Notice shall be mailed to JPD: Roger Martinez
Chief Juvenile Probation Officer
CS 2018-0316
6400 Delta Drive
El Paso, TX 79905-5408

To City: City of El Paso
Attn: City Manager
300 N. Campbell St.
El Paso, Texas 79901

With copy to: Department of Public Health
Attn: Director
5515 El Paso Drive
El Paso, Texas 79905

8.0 Agreement

- 8.01 This Agreement expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

9.0 Miscellaneous Provisions

- 9.01 Confidentiality HIPPA, DPH shall ensure that all files and records generated or created, pursuant to this Agreement containing individually, identifiable health

information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 58 of the Texas Family.

- 9.02 The parties expressly agree that, in all things relating to this Agreement, DPH is performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso or County of El Paso which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function.
- 9.03 Venue: This Agreement will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.
- 9.04 Assignment: Neither the City of El Paso nor the County of El Paso shall sell, assign, transfer or convey any agreement entered into hereto, in whole or in part, without the prior written consent of the other party.
- 9.05 Enforcement: In the event that any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.
- 9.06 Independent Contractor: Nothing contained herein shall be construed as creating the relationship of employer and employee between DPH and Juvenile Probation Department. DPH shall be deemed at all times to be an independent contractor.

10.0 Non-Discrimination and Equal Opportunity

- 10.01 DPH certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

11.0 Compliance with PREA/ANE

- 11.01 A list of all DPH employees that work directly with JPD juveniles shall be provided to JPD and receive training through JPD for PREA/ANE upon execution of this contract. PREA/ANE training for any future employee(s) or volunteers working directly with youth shall be coordinated with JPD prior to any youth contact throughout the term of this Agreement. This will be done as needed and in the event that employees or volunteers are removed from duties and other employees or volunteers are secured.
- 11.02 DPH shall adopt and comply with all federal, state, county, and city laws, ordinances regulations and standards applicable to the provision of services

described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA/ANE) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

11.03 Under PREA/ANE, Service Agency shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 (PREA § 115.387(e) and (f).

11.04 DPH shall be responsible for the financial cost associated with any PREA/ANE audit.

12.0 Medicaid Child Abuse Reporting Guidelines

12.01 The City is and shall remain compliant with the Medicaid Child Abuse Reporting Guidelines.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement for Dental Services between the City of El Paso and the County of El Paso.

APPROVED this ____ day of _____, 2018.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Elizabeth Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Signatures continue on the following page)


STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the County of El Paso, Interlocal Agreement for Dental Services between the City of El Paso and the County of El Paso.

APPROVED this 7th day of January, 2018.

THE COUNTY OF EL PASO



Honorable Judge Richard A. Samaniego
County Judge

APPROVED AS TO FORM:



Roger Martinez
Chief Juvenile Probation Officer

APPROVED AS TO CONTENT:



Printed name Dennis McGilley
Assistant County Attorney