

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

DEPARTMENT: Public Health

AGENDA DATE: 10/29/19

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 a First Amendment to Interlocal Agreement for Dental Services 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 clarify the duties of and services to be performed by the parties, which entail the DPH Rawlings Dental Clinic providing dental health services, counseling and prevention education services to juveniles at the JPD.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

Previously approved February 5, 2019

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD/COMMISSION ACTION:

N/A

*****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 a First Amendment to Interlocal Agreement for Dental Services 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 clarify the duties of and services to be performed by the parties, which entail the DPH Rawlings Dental Clinic providing dental health services, counseling and prevention education services to juveniles at the JPD.

Dated this _____ day of October, 2019.


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

STATE OF TEXAS

COUNTY OF EL PASO

FIRST AMENDMENT TO
INTERLOCAL
AGREEMENT FOR
DENTAL SERVICES

This First Amendment to Interlocal Agreement for Dental Services ("First Amendment") 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.

WHEREAS, on or about February 5, 2019, the County and City entered into an Interlocal Agreement for Dental Services ("Agreement") under which the City's Department of Public Health Rawlings Dental Clinic ("DPH") will provide dental health services, counseling and prevention education services to juveniles at the Juvenile Probation Department ("JPD"); and

WHEREAS, the parties wish to amend the Agreement to clarify the duties of and services to be performed by the parties.

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

1. Article 2.0 Administrative/ Management of the Agreement shall be amended, in part, as follows:

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. These forms must be completed and signed by the parent/legal guardian of the juvenile. All corrections made on the forms must be lined through and initialed by the parent/legal guardian (use of white-out on the forms is not permitted).

2. Article 3.0 Service to be performed by "DPH" of the Agreement shall be amended, in part, as follows:

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. Article 4.0 Service to be performed by JPD of the Agreement shall be amended and replaced in its entirety, as follows:

4.01 JPD shall perform the following services:

- A. JPD staff shall ensure that patients have taken their daily or any other prescribed medications prior to their dental appointments.

- B. JPD shall pay the City for services rendered by the City to JPD patients based on the current Medicaid dental fee schedule.
 - C. Payment shall be made on invoiced services within forty five (45) days of receipt by JPD.
 - D. 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.
4. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR DENTAL SERVICES**

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

APPROVED this ____ day of _____, 2019.

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)

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR DENTAL SERVICES

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

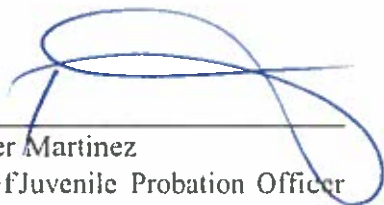
APPROVED this 30th day of September, 2019.

THE COUNTY OF EL PASO



Honorable Judge Ricardo Samaniego
County Judge

APPROVED AS TO FORM:



Roger Martinez
Chief Juvenile Probation Officer

APPROVED AS TO CONTENT:



Donnie McGilbra
Assistant County Attorney