

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

CITY CLERK DEPT.  
08 NOV 10 AM 10:54

**DEPARTMENT:** DEPARTMENT OF PUBLIC HEALTH  
**AGENDA DATE:** NOVEMBER 18, 2008  
**CONTACT PERSON/PHONE:** ANGELA MORA 771-5706  
**DISTRICT(S) AFFECTED:** ALL CONSENT AGENDA

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the Region XIX Educational Service Center, for the purpose of providing dental care services and information to minor participants in the Early Head Start and Healthy Start Program. Billing reimbursements for Medicaid and Non-Medicaid clients are based on Medicaid guidelines, protocols and fee schedules. Agreement shall commence on November 18, 2008 and be completed by August 31, 2009. Angela Mora, 771-5706

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Said Dental Agreement is to make dental care services and dental care information available to minor participants in the Agency's Early Head Start and Head Start Programs

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes, Interlocal Agreement is being renewed.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Billing reimbursements for Medicaid and Non-Medicaid clients are based on Medicaid guidelines, protocols and fee schedules. (See attached fee schedule)

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**  \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

CITY CLERK DEPT.

08 NOV 10 AM 10:55

**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 City of El Paso and the Region XIX Educational Service Center, for the purpose of providing dental care services and information to minor participants in the Early Head Start and Healthy Start Program. Billing reimbursements for Medicaid and Non-Medicaid clients are based on Medicaid guidelines, protocols and fee schedules. Agreement shall commence on November 18, 2008 and be completed by August 31, 2009.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook, Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Hill, Director  
Department of Public Health

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the CITY OF EL PASO, hereinafter referred to as the “Contractor,” and the REGION XIX EDUCATIONAL SERVICE CENTER, the fiscal agent for the Head Start Program, hereinafter referred to as the “Agency”.

**WITNESSETH:**

**WHEREAS**, the parties desire to make dental care services and dental care information available to minor participants in the Agency’s Early Head Start and Head Start Programs, and

**WHEREAS**, it is the intent of the parties that the services and functions to be performed pursuant to this Agreement constitute solely governmental functions and services;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions expressed hereinafter, the Contractor and Agency agree as follows:

1.     **CONTRACTOR OBLIGATIONS**. The Contractor shall in a satisfactory and proper manner, as determined by the Agency, perform the following:

- A.     Oral examinations will be performed by a licensed dentist at the Head Start sites for the Early Head Start and Head Start Children.
- B.     Diagnostic X-rays should be attempted on all examined patients.
- C.     Each examination will be performed with proper illumination, a dental mirror and exploring instrument.
- D.     All supplies, instruments, and materials are to be furnished by the Dental Provider.
- E.     Prophylaxis and treatment will be provided through the Contractor’s Dental Mobile Unit as time permits.
- F.     Priorities will be documented and signed on the Head Start Dental Exam Form (the “Form”) and the Dental Roster at the time of examination only. Priorities will be documented as follows:

**Category 1.** Dental Emergency (needs attention immediately)

**Category 2.** Obvious Dental Disease (needs attention soon)

**Category 3.** No Apparent Dental Abnormalities (needs preventive care only)

- G. Dental services for children in Categories 1 and 2 will commence after November 18, 2008, and be completed by August 31, 2009, provided parents keep appointments for their children. Services for these children will be coordinated by Agency's Health Services Program Manager to receive treatment. When a licensed dentist indicates the need for cleaning, fluoride and sealant application, Agency's staff will coordinate the delivery of services with the parent and the Contractor to assure that treatment is completed. These children will be scheduled by the nursing staff to receive treatment at Contractor's Dental Mobile Unit.
- H. Children under Category 3 shall receive no further treatment unless an emergency occurs.
- I. A treatment plan will be submitted by the Contractor to the Agency's Health Services Program Manager, outlining the recommended procedure to be followed for referral and appointments for children with comprehensive restorative treatment needs, dental emergencies, and for children who require behavior management in order to complete treatment course.
- J. The Contractor will complete the Form for each child examined and/or treated.
  - 1. If the child does not need further treatment, the dentist shall complete and sign the Form and return it to the Head Start office.
  - 2. If a child requires one or more follow-up visits for treatments, then the dentist shall complete the Form and return it to the Head Start office. Prior approval and arrangements must be made with the Agency's Health Services Program Manager prior to any follow-up visits. Once treatment is complete, a Form shall be completed including a description of the work, dates and charges. The Form shall then be signed and returned to the Agency's Head Start staff.

- K. The Contractor shall obtain written approval from the Agency's Health Services Program Manager before performing dental surgery.
- L. The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by the Agency or the Director of Department of Human Services, to assure proper accounting for all project funds, both Federal and non-Federal shares.
  - 1. These records will be made available for audit purposes to the Agency, Department of Human Services or the Comptroller General of the United States or any authorized representatives, and will be made available at the expense of the Contractor.
  - 2. Transfer of these records after completion of the Head Start Program to other agencies or providers will be performed upon receipt of a written records transfer request to ensure continuity of care.

M. The parties expressly agree that, in all things relating to this Agreement, the Contractor 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 Contractor which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

2. **AGENCY OBLIGATIONS.** The Agency shall furnish the following services, data, and information to the Contractor:

- A. Provide a list of children enrolled in the Agency's Head Start programs who require an initial dental exam.
- B. Identify all children who are recipients of services provided by E.P.S.D.T. (Medicaid) and provide a copy of the child's current Medicaid letter. The Agency will not absorb past due payment not paid by Medicaid.
- C. Provide a list of sites and names of contact persons overseeing the case management of services to children.
- D. Provide necessary Form for all Head Start children.

- E. Contact the Contractor and forward names of children, their date of birth and Medicaid numbers one week before scheduled visit in order to provide adequate time of Medicaid verification.
- F. Provide all necessary consents, health history and pertinent health screening results.

**3. FEE SCHEDULE FOR SERVICES.**

- A. Medicaid Clients. The Contractor shall bill Medicaid upon the completion of full and satisfactory dental services. The Contractor will follow Medicaid guidelines, protocols and fee schedule.
- B. Non-Medicaid Clients. Agency will be responsible for reimbursement of Non-Medicaid eligible clients' services at the Medicaid rates listed in the most current Medicaid Schedule, attached hereto as Attachment "A".

Prior approval from Agency's Health Services Program Manager is required for any recommended dental restorative or other comprehensive treatment (which would not include such routine work as extractions, sealants and fillings) and will follow the Medicaid dental fee schedule.

**4. IN-KIND SERVICES BY CONTRACTOR.** The Contractor will provide the Agency with a monthly listing of in-kind services.

- A. The in-kind contribution will be calculated by deducting the Medicaid reimbursement fee from the actual Contractor fee for services.

**5. TERMS OF PAYMENT.**

- A. It is expressly understood and agreed to that in no event will the charge for specified services exceed the fees described in Attachment "A".
- B. Contractor services listed herein in Paragraph 1 may be terminated may be terminated upon the non-availability of funds.
- C. The Contractor must bill the Agency by the 5<sup>th</sup> day of each month. The Agency will pay Contractor within 30 days from the date that Agency receives the invoice from the Contractor.
- D. Billing reports will include the following information:
  - 1. Names of children and their corresponding Head Start site.



8. **MISCELLANEOUS PROVISIONS.**

A. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

B. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such rights and the rights granted hereunder are in addition to those available under law and equity.

C. All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this shall be interpreted as though such invalid agreement, covenant or provision were not contained herein.

D. The captions of the various sections of this Agreement are for convenience of reference only and shall not alter the terms and conditions of this Agreement.

E. The parties may not assign the obligations or rights under this Agreement to any person or person or entity without the prior written consent of the other party.

F. The parties hereto are each independent contractors. No partnership, joint venture, or joint enterprise is intended to be created by this Agreement, nor any principal, agent, or employer/employee relationship. Neither party has, and neither party shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation.

G. Merger Clause. This Agreement reflects the final, complete and exclusive understanding of the parties hereto, and may not be waived, altered or modified except by written agreement of the parties.

*(Signature page to follow)*

CITY CLERK DEPT.

08 NOV 10 AM 10:55

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

*(Signature Page)*

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST”

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

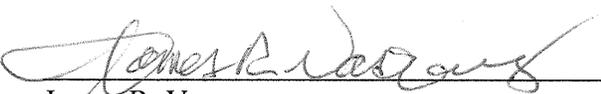
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

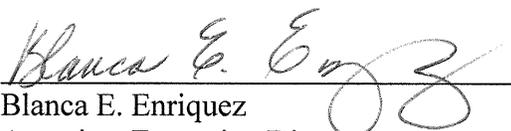
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Hill  
Department of Public Health, Director

ESC REGION XIX:

  
\_\_\_\_\_  
James R. Vasquez  
Executive Director

ESC REGION XIX HEAD START:

  
\_\_\_\_\_  
Blanca E. Enriquez  
Associate Executive Director

## El Paso City-County Health and Environmental District Dental Program

FEE SCHEDULE

PROCEDURE DESCRIPTION		CHARGE	SCH A	SCHB	SCHC	SCHD	Sept 1, 2007 Fee Increase	
			0-100%	101-185%	186-200%	201-ABOVE		
			+MAXIMUM	*MAXIMUM	**MAXIMUM	NO MAXIMUM		
			\$10.00	\$ 15.00	\$ 25.00			
<b>DENTAL</b>		CHARGES ARE CALCULATED WITH 25% ABOVE MEDICAID RATE						
D-0145	ORAL EVALUATION 1-2 YRS	\$ 182.00	+	*	**	\$ 182.00	\$ 144.97	
D-0150	INITIAL ORAL EXAM	\$ 45.00	+	*	**	\$ 45.00	\$ 36.04	
D-0120	ORAL PERIODIC ORAL EXAM	\$ 37.00	+	*	**	\$ 37.00	\$ 29.44	
D-0140	EMERGENCY ORAL EXAM	\$ 25.00	+	*	**	\$ 25.00	\$ 19.16	
D-0210	INTRAORAL -COMPLETE SERIES	\$ 90.00				\$ 90.00	\$ 72.08	
D-0220	INT/ORAL-PERIOAPICAL 1ST FILM	\$ 16.00	+	*	**	\$ 16.00	\$ 12.82	
D-0230	INT/ORAL-PERIOAPICAL EA ADD	\$ 15.00	+	*	**	\$ 15.00	\$ 11.74	
D-0240	INTRAORAL OCCLUSAL FILM	\$ 13.00	+	*	**	\$ 13.00	\$ 10.00	
D-0272	BITEWINGS TWO FILMS	\$ 30.00	+	*	**	\$ 30.00	\$ 23.86	
D-0274	BITEWINGS FOUR FILMS	\$ 44.00	+	*	**	\$ 44.00	\$ 35.32	
D-0330	PANORAMIC FILM	\$ 81.00	+	*	**	\$ 81.00	\$ 65.08	
D-1110	ADULT/PROPHY	\$ 70.00	+	*	**	\$ 70.00	\$ 56.00	
D-1120	CHILD/PROPHY	\$ 47.00	+	*	**	\$ 47.00	\$ 37.50	
D-1203	CHILD/FLOURIDE	\$ 19.00	+	*	**	\$ 19.00	\$ 15.00	
D-1204	ADULT/FLOURIDE	\$ 19.00	+	*	**	\$ 19.00	\$ 15.00	
D-1330	ORAL HYGIENE INSTRUCTION							
D-1351	SEALANT PER TOOTH	\$ 36.00	+	*	**	\$ 36.00	\$ 28.82	
D-1510	SPACE MAINT/FIXED UNILAT	\$ 200.00	+	*	**	\$ 200.00	\$ 160.00	
D-1550	RECEMENTATION OF SPACE MAINTAINER	\$ 23.00	+	*	**	\$ 23.00	\$ 18.75	
D-2140	AMALG. PRIM (1S)	\$ 77.00	+	*	**	\$ 77.00	\$ 61.98	
D-2140-1	AMALG PERM (1S)	\$ 82.00				\$ 82.00	\$ 65.72	
D-2150	AMAL. PRIM (2S)	\$ 104.00	+	*	**	\$ 104.00	\$ 82.90	
D-2150-1	AMALG PERM (2S)	\$ 109.00				\$ 109.00	\$ 87.46	
D-2160	AMAL. PRIM (3S)	\$ 113.00	+	*	**	\$ 113.00	\$ 90.01	
D-2160-1	AMALG PERM (3)	\$ 139.00				\$ 139.00	\$ 111.42	
D-2161	AMAL. PERM (4+S)	\$ 77.00	+	*	**	\$ 77.00	\$ 60.40	
D-2330	RESIN, ANTE (1S)	\$ 99.00	+	*	**	\$ 99.00	\$ 79.34	
D-2331	RESIN, ANTE (2S)	\$ 131.00	+	*	**	\$ 131.00	\$ 105.14	
D-2332	RESIN, ANTE (3S)	\$ 172.00	+	*	**	\$ 172.00	\$ 137.28	
D-2335	RESIN, ANTE (4+S)	\$ 213.00	+	*	**	\$ 213.00	\$ 170.38	
D-2391	RESIN ONE SURFACE PRIMARY	\$ 96.00	+	*	**	\$ 96.00	\$ 76.98	
D-2391-1	RESIN ONE SURFACE PERM	\$ 105.00				\$ 105.00	\$ 84.08	
D-2392	RESIN TWO SURFACE PRIMARY	\$ 124.00	+	*	**	\$ 124.00	\$ 98.98	
D-2392-1	RESIN TWO SURFACE PERM	\$ 138.00				\$ 138.00	\$ 110.20	
D-2393	RESIN THREE OR MORE PRIM	\$ 109.00	+	*	**	\$ 109.00	\$ 87.11	
D-2393-1	RESIN THREE OR MORE PERM	\$ 126.00				\$ 126.00	\$ 101.18	
D-2920	RESCEMENT CROWN	\$ 25.00	+	*	**	\$ 25.00	\$ 20.00	
D-2930	SSC/PRIMARY	\$ 195.00	+	*	**	\$ 195.00	\$ 156.06	
D-2931	SSC/PERMANENT	\$ 203.00	+	*	**	\$ 203.00	\$ 162.50	
D-2940	SEDATIVE FILL TEMP	\$ 46.00	+	*	**	\$ 46.00	\$ 36.58	
D-3110	PULP CAP - DIRECT	\$ 20.00	+	*	**	\$ 20.00	\$ 16.25	

**El Paso City-County Health and Environmental District  
Dental Program**

D-3120	PULP CAP - INDIRECT	\$ 38.00	+	*	**	\$ 38.00	\$ 30.00
D-3220	THERAPEUTIC PULP	\$ 110.00	+	*	**	\$ 110.00	\$ 87.96
D-3310	1 RT CANAL	\$ 445.00	+	*	**	\$ 445.00	\$ 355.98
D-3320	2 PT CANAL	\$ 516.00	+	*	**	\$ 516.00	\$ 412.50
D-3330	THREE OR MORE CANALS, MOLAR	\$ 780.00	+	*	**	\$ 780.00	\$ 624.26
D-3240	PULPAL THERAPY (RESORBABLE FILLING)	\$ 55.00	+	*	**	\$ 55.00	\$ 43.98
D-4210	GINGIVECTOMY PER QUADRANT	\$ 203.00	+	*	**	\$ 203.00	\$ 162.50
D-4211	GINGIVECTOMY PER TOOTH	\$ 63.00	+	*	**	\$ 63.00	\$ 50.00
D-4320	PROVISIONAL SPLINTING -INTRACORONAL	\$ 78.00	+	*	**	\$ 78.00	
D-4321	PROVISIONAL SPLINTING	\$ 125.00	+	*	**	\$ 125.00	\$ 100.00
D-4330	OCCLU. ADJ	\$ -	+	*	**	\$ -	
D-7140	EXTRACTION	\$ 84.00	+	*	**	\$ 84.00	\$ 67.04
D-7130	RT. REMOVAL EXPOSED	\$ 38.00	+	*	**	\$ 38.00	
D-7120	EACH ADD TTH	\$ 37.00	+	*	**	\$ 37.00	
D-7210	SURGICAL EXTRACTION	\$ 129.00	+	*	**	\$ 129.00	\$ 102.81
D-7910	SMALL SUTURE	\$ 94.00	+	*	**	\$ 94.00	\$ 75.00
D-7971	EXCISION OF PERICORONAL GINGIVA	\$ 55.00	+	*	**	\$ 55.00	\$ 43.75
D-9210	LOCAL ANESTHESIA NOT IN CONJ.	\$ 16.00	+	*	**	\$ 16.00	\$ 12.50
D-9230	ANALGESIA, ANXIOLYSIS, INHALATION	\$ 35.00	+	*	**	\$ 35.00	\$ 28.38
D-9951	OCCLUSAL ADJUSTMENT- LIMITED	\$ 47.00	+	*	**	\$ 47.00	\$ 37.50
D-9110	PALLATIVE TREAT (EMG)	\$ 23.00	+	*	**	\$ 23.00	\$ 18.75