BOARD OF TRUSTEES
AGENDA

[ ]	Workshop	[X]	Regular	[ ]	Special

(A) [ ] REPORT ONLY [ ] RECOGNITION

Presenter(s): ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS
LETICIA RODRIGUEZ, MSN, RN, HEALTH SERVICES DIRECTOR

Briefly describe the subject of the report or recognition presentation.

(B) [X] Action Item

Presenter(s):

Briefly describe the action required.

CONSIDER AND TAKE APPROPIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF STATE HEALTH SERVICES AND EAGLE PASS ISD. THIS MOU WILL REMAIN IN EFFECT FOR A TERM OF AGREEMENT OF FIVE (5) YEARS.

(C) Funding Source: Identify the source of funds if any are required.

(D) Clarification: Explain any question or issues that might be raised regarding this item.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

Marked for Excellence

TO: Samuel Mijares, Superintendent of Schools

FROM: Rolando Salinas, Deputy Superintendent for District Operations

DATE: October 28, 2026

SUBJECT: Agenda Item – MOU with the Department of State Health Services For Preventive Dental Services and EPISD

Please find the agenda item that will be presented at the upcoming Board Meeting on November 10, 2026. This is in regards to a Memorandum of Understanding for Preventive Dental Services between the Department of State Health Services and Eagle Pass ISD for a term of agreement of five (5) years.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF STATE HEALTH SERVICES
AND
EAGLE PASS INDEPENDENT SCHOOL DISTRICT
FOR
PREVENTATIVE DENTAL SERVICES

The **DEPARTMENT OF STATE HEALTH SERVICES (DSHS)** and the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT (School)**, each a Party and collectively the Parties, enter into the following non-financial Memorandum of Understanding (MOU or Agreement) for the purposes of increasing access to preventative dental services for eligible school children. The purpose of this written agreement is to set forth the duties and obligations of the Parties neither of which shall be liable for payment to the other Party for any services rendered hereunder.

I. LEGAL AUTHORITY

This agreement is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 43 and Title 25 Texas Administrative Code (TAC), Chapter 49, Rule §49.4.

II. DESIGNATION OF REPRESENTATIVES

The following will act as the representative authorized to administer activities including, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this MOU.

DSHS

Judy Kropp, CTCM
PO Box 149347 Mail Code 1990
Austin, TX 78756
512-776-2119
Judy.Kropp@dshs.texas.gov

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

Samuel Mijares
587 Madison St.
Eagle Pass, TX 78852
830-773-5181
samijares@eaglepassisd.net

Either Party may change its designated representative by providing written notice to the other Party.

III. ROLES AND RESPONSIBILITIES OF DSHS

DSHS will:

A. Coordinate with School to provide preventive dental services to eligible children at times and locations in accordance with Title 25 TAC, Chapter 49, Rule §49.6. Preventive dental services include, but are not limited to: limited oral evaluation data collection, dental sealants, topical fluoride varnish when appropriate, and distribution of written materials for the purposes of outreach, education, and referral, which may include a list of dental

resources for follow up treatment. A limited oral evaluation does not constitute or take the place of a regular dental checkup, which will be explained on the *Parental Permission Form*, which is provided to School by DSHS.

B. Provide the dentist, dental hygienist, portable dental equipment, and dental supplies for provision of preventative dental services to eligible children. DSHS must have a properly signed *Parental Permission Form* on file for each participating child prior to provision of services.

C. Permit non-DSHS personnel assigned to DSHS preventive dental services clinics to participate in the provision of services for educational purposes. Non-DSHS personnel must be deemed suitable by their governing institution and will be supervised by DSHS and/or faculty members of their educational program.

D. Conduct a dental screening to identify children suspected of, or known to have, therapeutic dental needs. DSHS will share results via the *Results of Limited Oral Evaluation Form* with school staff who will provide the form to the child to take home to his/her parent(s)/legal guardian.

E. Obtain national criminal history record information for each person who will provide services under this MOU, including DSHS personnel or persons accompanying DSHS personnel, in accordance with Texas Education Code Section 22.0834. DSHS will obtain the national criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Texas Government Code. DSHS will send, or ensure that the person sends, the information required to conduct the national criminal history record information to the Texas Department of Public Safety.

F. Certify that national criminal history record information is obtained for each person to whom Section 22.0834, Texas Education Code applies. National criminal history record information will be obtained by DSHS either before employing the person or prior to allowing the person to serve in a capacity described in Section 22.0834, Texas Education Code.

G. Not permit a person to whom Section 22.0834, Texas Education Code applies to provide services under this Agreement if the person has been convicted of a felony or misdemeanor offense that would prevent that person from obtaining certification as an educator under Section 21.060, Texas Education Code.

IV. ROLES AND RESPONSIBILITIES OF SCHOOL

School will:

A. Designate a contact person for coordination of preventive dental services between the School and DSHS upon initial contact by the DSHS Regional Dental Team.

B. Distribute the *Parental Permission Form* and informational materials provided by the DSHS Oral Health Improvement Program prior to each preventative dental services clinic.

C. Collect the properly signed *Parental Permission Forms* and submit them to the DSHS dental team in advance of each preventive dental services clinic.

D. Complete the *Student Roster Form* provided by the DSHS Oral Health Improvement Program in advance of each preventive dental services clinic.

E. Coordinate with DSHS to provide access to a suitable location for the provision of preventative dental services. The facility must have, at minimum, access to electrical outlets, a water source, and restroom facilities.

F. Facilitate access to the participating children for each preventative dental services clinic.

G. Forward the DSHS *Results of Limited Oral Evaluation Form* to the parent/legal guardian of each participating child which may include a list of dental resources for follow up treatment.

V. CONFIDENTIALITY OF RECORDS (HIPAA/FERPA REQUIREMENTS)

A. The Parties agree that the information created for, or obtained from, participating children and their parents/legal guardians under this Agreement will contain or consist of protected health information (PHI) as defined by, and made confidential under, the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and educational record(s) defined by and subject to the Family Educational Rights and Privacy Act ("FERPA"); or both.

B. The Parties agree to comply with all applicable state and federal laws relating to the privacy and confidentiality of confidential data and records.

C. The Parties will only access the PHI to carry out their respective roles and responsibilities under this Agreement.

D. The Parties will implement appropriate safeguards to prevent unauthorized use or disclosure of the PHI and each Party must report an unauthorized use or disclosure of the PHI to the other Party.

E. The School must make available to DSHS any information necessary to provide a full accounting of any unauthorized use or disclosures of the PHI.

F. The School must make available the PHI to the child's parent/guardian for amendment and must incorporate any amendments.

G. Unless FERPA applies, the School must destroy, in a manner that ensures maintenance of confidentiality (*e.g.*, shredding), all PHI, including the *Parental Permission Form* and *Results of Limited Oral Evaluation Forms*, in compliance with HIPAA.

H. In the event that FERPA applies to an educational record that contains PHI that is also subject to HIPAA, the Parties agree to comply with FERPA in their handling of such educational records of children participating in the program.

I. Unless required by judicial or regulatory authority, neither Party is permitted to authorize and further disclose the PHI or educational records in the custody of the other Party to persons or entities not a party to this Agreement without first having received permission of the other Party, and without having first obtained assurances that the other Party has fully complied with the provisions of HIPAA and FERPA.

J. Any permitted redisclosure to the persons or entities not a party to this Agreement will be under the condition that no further disclosure by such party will be permitted.

VI. MUTUAL RESPONSIBILITIES

The Parties will communicate as necessary to successfully manage this Agreement and will work in good faith to fulfill the purpose of this Agreement.

VII. TERM OF AGREEMENT

This MOU is effective on the signature date of the latter of Parties to sign this MOU. This MOU will remain in effect for five (5) years from the effective date, unless terminated sooner. This MOU does not include renewals.

VIII. TERMINATION OF AGREEMENT

A. **Termination without Cause**. This Agreement may be terminated by either Party without cause upon thirty (30) days written notice to the other Party.

B. **Notice of Breach and Termination for Cause**. In the event of a Party's failure to comply with the terms of this Agreement, the non-breaching Party will provide notice to the breaching Party of the breach. After thirty (30) days of such notice, if the breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party which shall immediately terminate this Agreement.

DSHS may terminate this agreement immediately if School improperly discloses PHI, or breaches confidentiality and/or security requirements.

C. **Waiver**. The failure of a Party to object to or take affirmative action with respect to the conduct of the other Party which is in violation or breach of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

IX. GENERAL TERMS

A. **Amendments.** This Agreement may be amended by the consent of both Parties at any time during its term. Amendments to the Agreement must be in writing and signed by DSHS and School. No change in, addition to, or waiver of any term or condition of this

Agreement shall be binding on DSHS unless approved in writing by an authorized representative of DSHS.

B. **Change in Laws and Compliance with Laws.** The Parties shall comply with all applicable federal and state statutes, rules and regulations. Any alterations, additions, deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

C. **Assignment.** School shall not assign its rights under this Agreement or delegate the performance of its duties under the agreement without prior written approval from DSHS. Any attempted assignment in violation of this provision is void and without effect.

D. **No Partnership or Joint Venture.** The Parties agree that nothing in this Agreement shall be deemed to create an association, partnership, or joint venture between DSHS and School, but is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this Agreement without cost or reimbursement by the other Party.

E. **Limitation on Authority**. School shall have no authority to act for or on behalf of DSHS or the State of Texas except as expressly provided for in this Agreement. No other authority, power or use is granted or implied. School may not incur any debt, obligation, expense or liability of any kind on behalf of DSHS or the State of Texas.

F. **Sovereign Immunity.** The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by DSHS or the State of Texas of any immunities from suit or from liability that DSHS or the State of Texas may have by operation of law. Notwithstanding the foregoing, if School is a Texas governmental unit, then nothing in this Agreement will be construed to waive any rights or affirmative defenses available to School under the doctrines of sovereign or official immunity.

G. **Governing Law and Venue.** This Agreement is made, performed, and governed by the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

H. **Non-Discrimination.** The Parties agree to comply with state and federal anti-discrimination laws, including:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

vii. DSHS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

I. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

J. **Captions.** The captions contained herein are used solely for convenience and will not be deemed to define or limit the provisions of this Agreement.

K. **Counterparts and Signatures.** The Parties may sign this Agreement in counterparts, each of which will be deemed an original, but all of which will together constitute one document. Electronically transmitted signatures will be deemed originals for all purposes related to this Agreement.

L. **Entire Agreement.** This document constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this agreement will be harmonized with this agreement to the extent possible.

M. **Attachments.** Attachments listed following the signature block at the end of this Agreement are incorporated in their entirety as terms and conditions of this Agreement.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE MOU AND AGREE TO ITS TERMS, AND THAT THE PERSONS WHOSE SIGNATURE APPEAR BELOW HAVE THE REQUISITE AUTHORITY TO EXECUTE THIS MOU ON BEHALF OF THE NAMED PARTY.

SIGNATURE PAGE FOLLOWS

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
Signature of Authorized Official

_____
Date of Signature

Kelly Fegan-Bohm, M.D., MA
Interim Deputy Commissioner
Community Health Improvement
Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

By: _____
Signature of Authorized Official

_____
Date of Signature

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Counties Served

_____

_____
Telephone Number

_____
Fax number

_____
E-mail Address for Official Correspondence

_____

_____
Federal Tax ID No. (9 digit) or **State of Texas Comptroller Vendor ID No.** (14 digit)