

MEMORANDUM OF UNDERSTANDING  
FOR  
PREVENTIVE DENTAL SERVICES  
BETWEEN  
THE DEPARTMENT OF STATE HEALTH SERVICES  
AND  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

The Department of State Health Services (DSHS) and the Ector County Independent School District (School District) hereby make and enter into this Memorandum of Understanding (agreement) to increase access to preventive dental services for children in the School District.

**I.  
PURPOSE**

The purpose of this agreement is to set forth the understanding between DSHS and the School District regarding the provision of preventive dental services. Preventive dental services will be provided to eligible children at no cost to the School District by DSHS regional dentists and dental hygienists, with assistance from the School District's staff.

**II.  
DSHS RESPONSIBILITIES**

- A. DSHS will provide preventive dental services to eligible children at times and locations to be agreed upon. Preventive dental services may include: 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 the School District by DSHS.
- B. DSHS will provide the dentist, dental hygienist, portable dental equipment, and dental supplies for the participating children. Only children for whom a properly signed *Parental Permission* form has been executed can participate.
- C. Non-DSHS personnel assisting with DSHS preventive dental services clinics for educational purposes will be deemed suitable for participation by their governing institutions and will be supervised by DSHS and/or faculty members from their educational programs.
- D. DSHS will provide the dental supplies necessary to perform the preventive dental services described in Section II. A of this agreement.
- E. DSHS will identify children suspected of or known to have therapeutic dental needs as a result of the evaluation performed by the DSHS regional dentist for which a referral to a local dental provider is indicated as evidenced on the *Results of Limited Oral Evaluation* form.
- F. DSHS will obtain all criminal history record information that relates to each person, including DSHS personnel or persons accompanying DSHS personnel, to whom section

22.0834(a) of the Texas Education Code applies through the criminal history clearinghouse as provided by section 411.0845 of the Texas Government Code, and will send, or ensure that the person sends, to the Department of Public Safety (the Department) information that is required by the Department for obtaining national criminal history record information for the person or persons prior to that person or persons entering the school.

- G. DSHS certifies to the School District that DSHS has received or will receive all criminal history record information relating to each person to whom section 22.0834(a) of the Texas Education Code applies, either before employing the person or allowing the person to serve in a capacity described in Section 22.0834(a) of the Texas Education Code.
- H. DSHS will not permit a DSHS employee to whom section 28.0834(a) of the Texas Education Code applies to provide services under this agreement at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under section 21.060 of the Texas Education Code.

### **III. SCHOOL DISTRICT RESPONSIBILITIES**

- A. The School District will designate a contact person for coordination of Preventive Dental Services between the School District and DSHS upon initial contact by the DSHS Regional Dental Team.
- B. The School District's designated Contact Person will distribute in advance of the Preventive Dental Services Clinic the parental permission forms and informational materials provided by the DSHS Oral Health Program.
- C. The School District's designated Contact Person will collect and make available to the DSHS dental team in advance of the Preventive Dental Services Clinic the signed parental permission forms.
- D. The School District's designated Contact Person will complete in advance of the Preventive Dental Services Clinic the information on the student roster form provided by the DSHS Oral Health Program.
- E. The School District will grant access to the agreed upon facility and provide a suitable location for the provision of preventive dental services including electrical outlets, access to a water source and access to restroom facilities.
- F. The School District will facilitate access to the participating children and will be responsible for forwarding the results of the limited oral evaluation to the parent/guardian of each participating child, which may include a list of dental resources for follow up treatment.
- G. The School District will provide at least two individuals, who may be volunteers or School District staff, to assist with the operational activities of each preventive dental services clinic conducted by DSHS at the School District's school(s). These individuals will be present at the clinics for the entire time that each clinic is conducted and will perform those activities, as requested by DSHS personnel at the clinics, that are necessary and incidental to clinic operations, such as escorting students to the clinic from their classrooms, escorting students from the clinic back to their classrooms, and other administrative tasks.

**IV.**  
**HIPAA/FERPA REQUIREMENTS**

- A. The parties agree that the information created for, or obtained from, participating children and their parents or legal guardians under this agreement may contain or consist of protected health information (PHI) as defined by, and confidential under, the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); educational record(s) as defined by and subject to the Family Educational Rights and Privacy Act (“FERPA”); or both.
- B. The parties will have access to the PHI of participating children in order for the School District to carry out its responsibilities under this agreement. The parties may not use or further disclose the children’s PHI other than as permitted or required under this agreement.
- C. The parties will implement appropriate safeguards to prevent unauthorized use or disclosure of the children’s PHI and each party must report an unauthorized use or disclosure of a child’s PHI to the other party within 15 calendar days after party becomes aware of any use or disclosure not provided for under this agreement.
- D. The School District must make available to DSHS the information required to provide an accounting of any disclosures.
- E. The School District must make available the PHI to the child’s parent/guardian for amendment and must incorporate any amendments.
- F. Unless, and only to the extent that, FERPA applies, the School District must destroy, in a manner that assures maintenance of confidentiality (*e.g.*, shredding), all PHI for the participating children, including the Parental Permission and Results of Limited Oral Evaluation forms, in compliance with HIPAA.
- G. In the event that FERPA applies to an educational record that contains PHI that is subject to HIPAA, the parties agree to comply with FERPA in their handling of such educational records of students enrolled in the program. It is also understood and recognized that the employees and agents of each party may need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students.
- H. Unless required by judicial or regulatory authority, neither party will be 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, respectively.
- I. 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.

- J. The Data Use Agreement (Version 8.3) is incorporated by reference and attached as Exhibit A.

**V.  
TERM OF AGREEMENT**

This agreement will commence on August 1, 2015, and will terminate on August 31, 2021, unless terminated on an earlier date, as provided for below in this MOU.

This agreement may be terminated prior to termination above by either party with 30 days prior written notice to the other party or by the mutual written agreement of both parties, If one party terminates, the notice is effective when the non-terminating party receives it.

This agreement is executed by the parties in their capacities as stated below.

**DEPARTMENT OF STATE HEALTH SERVICES**

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Evelyn Delgado, Assistant Commissioner**  
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Austin, Texas 78756  
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Phone (512) 776-7321

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Counties Served

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail Address for Official Correspondence

\_\_\_\_\_  
**Federal Tax ID No. 75-6001362**