MEMORANDUM OF UNDERSTANDING

BETWEEN

THE District Of Columbia DEPARTMENT OF HEALTH

AND

THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS

TO

IMPLEMENT AN EXPANDED SCHOOL-BASED ORAL HEALTH PROGRAM
The Memorandum of Understanding
Between
The District of Columbia Public Schools
And
The District of Columbia Department of Health

This Memorandum of Understanding (MOU) sets forth the responsibilities and expectations on which to continue and expand an agreement between the District of Columbia Public Schools (DCPS) and the District of Columbia Department of Health (DOH) for the purpose of providing additional and expanded dental care in DCPS schools. The intent of this agreement is designed to increase access to dental services for low-income children by providing oral health education, dental screening and referrals, fluoride varnish applications, dental sealants, dental examinations and oral health screenings, x-rays, cleanings and restorations (dental fillings) services in a school base setting. The program’s purpose is to increase awareness of dental health and enhances access to routine screenings, preventive restorative, simple tooth/teeth extractions, scaling and root planning dental treatment to children within the District of Columbia. These interventions should improve students’ participation in the academic curriculum by reducing physical discomfort and absenteeism.

I. TERM OF THE MOU

The MOU shall be for a period beginning on the date this MOU is executed and remain in force for five (5) years, unless terminated as provided by Section IV of the MOU, and shall be contingent on the availability of funds.

II. STATEMENT OF PURPOSE

The purpose of this MOU is to establish the terms and conditions of an expanded school-based dental care program between DOH and DCPS. The expanded program will be consistent with D.C. Law 6-66, Student Health Care Act of 1985. DOH intends to improve the oral health of low-income children attending DCPS. This MOU is a collaborative effort between agencies committed to improving the overall health and education of the District’s low-income residents.

III. PROGRAM OVERVIEW

Oral health is an important component of total health care. According to the Surgeon General’s Report on Oral Health, dental disease is among children is a silent epidemic. The prevalence of cavities among children is estimated at eight times that of asthma. Many children often go without dental care, because of cost, accessibility, and availability of services. And often, parents are not aware of basic oral hygiene practices that can reduce the occurrence of cavities.

The DOH School-Based Oral Health Program targets low-income DCPS students with extensive preventive oral health treatment services such as oral exams/screenings, dental sealants, prophylaxis (dental cleanings) and fluoride treatments, oral health education and promotion. In addition, the program offers restorative (fillings), simple tooth (and teeth) extractions, root planning and scaling, gum treatment, and biopsies (when appropriate) using local anesthesia.
This school based oral health program will work in tandem with the school nurse to also reach parents and guardians by providing information and health promotion educational information on good oral health practices. The program will also include a process to ensure ongoing evaluations and feedback to spur continuous improvement in the delivery of the services. This expanded oral health program seeks to improve access to oral health services, raise oral health awareness, and reduce the incidence of early childhood tooth decay among children in DCPS.

The program will be made available in an identified school for a specified period until all services are provided to students who present to the program a consent form signed by a parent(s) and/or legal guardian(s). DOH will identify an external contractor to provide dental teams which will offer the dental services. The dental teams will be responsible for using either existing, portable dental equipment or mobile dental equipment that meet all applicable dental standards, and regulations for dental equipment. The dental teams will consist of dentists, dental assistants, oral health educator/referral specialist, and dental assistants. After completing all scheduled appointments at a school, the team will move to the next school assigned school.

The program will strive to achieve the following goals:

1) Increase Awareness: The program is designed to increase oral health awareness among school administrators, staff, teachers, school nurses, and parents; and to provide direct oral health education to more elementary, middle and high school students on a yearly basis.

2) Enhanced access to routine screenings and referrals: The program will provide access to no-cost screenings and referrals for elementary, middle and high school students on an annual basis.

3) Enhanced access to preventive and restorative services: During each school year, DCPS students will have access to oral health examination, fluoride varnish applications, dental sealants, examinations, x-rays, cleanings and preventive/restorative services and minimal oral surgery.

IV. SCOPE OF SERVICES

The scope of services are outlined below:

A. Responsibilities of DCPS

DCPS shall be responsible for the following:

a. Identify schools to participate in the program in conjunction with DOH, provided, however, the ultimate decision regarding which identified schools will participate shall be left solely to DCPS. Schools will be prioritized for receiving oral health services if more than 50% of students are free/reduced lunch eligible. Individual students need not be free/reduced lunch eligible to receive these services.

b. Provide access to students in the identified schools, with parental consent, for the purpose of providing the oral health services specified in this MOU.
c. Notify the school administration, at identified schools, of their school being selected to participate in the program.
d. Assist in coordinating space availability in each school identified for participation in the oral health program.
e. Distribute the oral health consent forms and collecting the signed consent forms.
f. Place a copy of the signed consent form and the treatment form in each student's school record.
g. Ensure that all necessary DCPS staff is notified of this MOU, including school administrators at identified schools.
h. Ensure that the dental team has adequate space/facilities within each identified school to provide oral health services on-site.

B. Responsibilities of the Department of Health

D.C. Department of Health shall be responsible for:

a. DOH will develop a formal contractual agreement with an external vendor who will supply the schools with a team of licensed oral health experts to include: dentist, dental assistant, and an oral health educator.
b. Assist DCPS with identifying the schools to participate in the program.
c. Provide and select all equipment, dental personnel, and supplies in support of the school-based dental program as detailed in this MOU.
d. Provide and ensure the use of portable dental equipment that includes a portable water source for the performance of dental procedures when necessary.
e. Maintain communications with DCPS about the school-based oral health program.
f. Ensure that DOH Oral Health Program coordinates logistics with the school system.
g. Oversee the performance of the dental team who is to provide preventative diagnostic dental exams/screenings, dental sealants, cleanings, oral hygiene information for parents and children, fluoride treatments, invasive care and service referrals when appropriate.
g. DOH will ensure that the contractors shall safeguard all data associated with this MOU by adhering to all District and Federal laws and regulations, pertaining to privacy and confidentiality of clinical records, including the Family Educational Rights and Privacy Act (20 USCS 1232g) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
h. Ensure that all Federal and local laws, rules, regulations, and guidelines of infection control are followed in the provision of oral health services.

i. Provide oversight of the agreement and the use of existing resources and personnel to monitor the MOU.

j. Hire and supervise the dental team in support of this school-based dental program and ensure all volunteers to the program have met the DCPS volunteer requirements. The dental team will consist of DC licensed dental professionals, whose duties are specified under the DC dental practice act and regulations. The rest of the team will consist of dental assistant, oral health educators/referral specialists, case managers, and other dental auxiliaries.

k. DOH will ensure that all dentists and assistants maintain an active license to practice in the District of Columbia while providing services to DCPS students.

l. Ensure that the contractor adheres to, and maintain patient health records for all services rendered, and that the record compliance adheres to all District, and federal rules and regulations, including the Family Educational Rights and Privacy Act (20 USCS 1232g.) the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

m. Ensure that all individuals contracted to provide the above mentioned services in schools comply with the District of Columbia required background check at the time of their appointment and that the requirements are consistent with Section IV.C hereof.

n. DOH will develop a performance report for the contracting provider, and the contracting provider will be responsible for monthly reporting of all data specified in the performance report.

o. Provide schools with the parental consent form and parent information about the program no less than two weeks prior to providing on-site oral health services.

p. Provide DCPS with a report twice a year with program data including number of students served per school, types of services received, and health outcomes of students served.

q. Engage the school nurses as a referral source and or a link to the services; and when required, the school nurse will be allowed to work with the team of contractors to provide the necessary case management services to the student - linking students to needed services and consulting with school personnel and parents.

r. Develop additional partnerships with area dentists.

C. Background Checks

DOH shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder ("Background Check"), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared by DOH within the last two years. DOH shall ensure any
personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and been cleared by DOH will not have access to DCPS students.

D. Target Population

The target population consists of children who attend a District of Columbia Public School where at least 50% of students are enrolled in the free and reduced lunch program. Individual students need not to be free/reduced lunch eligible for services.

E. Non-Discrimination

In accordance with the District of Columbia Human Rights Act, DOH agrees to make no distinction among people covered by this agreement on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation of any individual. DOH shall ensure all of its employees, contractors or volunteers adhere to this commitment as well.

F. Location of Services

The dental services are provided at DCPS sites in the District of Columbia identified by DCPS.

G. Patient Records

Information gathered from the patients' records will be used for data and surveillance purposes. All Federal and District confidentiality guidelines will be adhered to.

H. Confidentiality and Sharing

a. DOH shall, and shall cause all DOH employees, contractors and volunteers to agree to maintain confidential (1) all DCPS and/or DOH student lists and any other information containing the names, addresses and telephone number of students who have been provided services under this MOU, which have been compiled by DOH and (2) any other information compiled by or created by DOH which is proprietary to and which is identified as proprietary to DCPS in this MOU or in any other document ("Confidential Information").

b. DCPS and DOH acknowledge and agree that all student health data are confidential and may not be released by DOH without written parental/guardian consent. However, DCPS and DOH acknowledge and agree that, pursuant to laws of the District of Columbia, DCPS is required to maintain certain health data as part of every student's health records. Therefore, DCPS agrees that any student's medical data obtained from DOH in order to fulfill DCPS' responsibilities under law will be maintained as confidential and will not be released to any third parties, except as required by law or with the written consent of the student's custodial parent or guardian.

c. DOH shall not, and shall ensure that all DOH employees, contractors and volunteers shall not disclose or use Confidential Information or student health data for their own benefit or gain or for the benefit or gain of any third party either during the term of this MOU or after the date of the termination of this MOU. DCPS, DOH, and their respective
employees may use Confidential Information to the extent necessary to perform their duties. Upon the effective date of termination of this MOU, DOH shall promptly, and shall cause all DOH employees promptly to return to DCPS, Confidential Information and student health data in their possession. In the event of a breach or a threatened breach of this Article by DOH, DOH employees, DCPS, or DCPS employees, DOH and/or DCPS shall have the right to immediately terminate this MOU.

d. DOH and DCPS acknowledge and agree that, with a parent/guardian written consent, a student’s health data may be disclosed to the student’s primary care physician or any other health care provider authorized to treat the student.

e. All parties agree to adhere to all District and Federal laws and regulations, pertaining to privacy and confidentiality of records, including the Family Educational Rights and Privacy Act (20 USCS 1232g) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

e. DOH agrees that, if it publishes any demographic or medical data about the School-Based Oral Health Program, the publication will not contain student specific information or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS and the student’s parent or guardian. DOH shall forward a copy of any proposed publications to DCPS for their review and comments at least thirty (30) business days prior to submission. DCPS understands and agrees that DOH is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of sealant services or to delete or correct student/facility identifying information or any other data protected by FERPA. DCPS further agrees to notify DOH in writing at least three (3) business days prior to the publication submission date of the need for such correction.
H. Amendments/Modification of Terms and Conditions

Both parties reserve the right to request modification and/or renegotiation of the terms and conditions of this MOU at any time, in writing, and with the agreement of both parties. Any modification to this document shall be incorporated in the form of an amendment dated and signed by the authorized representative of DOH and DCPS.

I. Special Provisions for Termination of MOU

The DOH may terminate this MOU with cause upon thirty (30) days prior written notice to DCPS on the following grounds:

1. Lack of funding;
2. Elimination of this program or service;
3. Failure of DCPS to complete project timelines; and/or
4. Failure of DCPS to follow District laws, rules or regulations.

DCPS may terminate this MOU upon thirty (30) days prior written notice to DCPS on the following grounds:

1. DOH fails to comply with the terms of this MOU including, but not limited to, the DOH obligation to properly oversee the dental contractor teams;
2. DOH fails to coordinate with DCPS regarding program adjustments;
3. DOH fails to provide program funding;
4. Elimination of this program or service;
5. DOH fails to complete project timelines; and/or
6. DOH fails to follow District laws, rules or regulations.

Prior to any termination, DOH agrees to cooperate with DCPS regarding the timely transfer of health care records and other student data back to DCPS.

J. Space Utilization Agreement

DOH may enter DCPS property and use DCPS facilities only in accordance with a completed “DCPS Space Utilization Agreement” for each targeted school where services will be provided. This agreement shall be executed prior to health services being provided on DCPS grounds via mobile van.

V. INTRA-DISTRICT FUNDING PROVISIONS

A. Cost and Payment of Services

No payment is required from DCPS or DCPS students and families for services provided under this MOU. This MOU will use existing DOH resources and there will be no cost to students, parents, or DCPS for providing these services. The DC Department of Health will budget at least $100,000 annually towards the compensation of the dental contractor.
DOH will make no payments to DCPS under this MOU; DCPS will make no payments to DOH under this MOU.

B. Monthly Review

Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided by this MOU shall be reported monthly in the DOH/FRP submission to the Office of Budget and Planning.

D. Resolution of Disputes

All adjustments and/or disputes arising from services provided under this MOU shall be resolved by the respective program staff or when appropriate legal counsel at DCPS and DOH.

VI. NOTICES AND CONTACT PERSONS

Any inquiries under this MOU shall be directed to the parties listed below. Any notices required under this MOU shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

TO DCPS:

Chad Ferguson
Deputy Chief of Youth Engagement
1200 First Street, NE
8th Floor
Washington, D.C. 20002
(202) 535-3119

Diana Bruce
Executive Director of Health and Wellness
Office of Youth Engagement
1200 First Street, NE
8th Floor
Washington, D.C. 20002
(202) 442-5102

Andrea Shore
Health Services Manager
Office of Youth Engagement
1200 First Street, NE
8th Floor
Washington, DC 20002
(202) 719-6555
These individuals are responsible for the management and coordination of the requirements for each respective party under this agreement. Copies of correspondence related to the modification, amendment, extension or termination of this agreement, or any other legal matter pertaining to this agreement, shall be furnished to these individuals with additional copies to:

James J. Sandman  
General Counsel, District of Columbia Public Schools  
825 North Capitol Street, NE  
Suite 9095  
Washington, DC 20002  
(202) 442-5168

TO DOH:

LaQuandra S. Nesbitt, MD, MPH  
Senior Deputy Director  
Community Health Administration  
DC Department of Health  
825 North Capitol Street, NE, Suite 7001  
Washington, DC 20002  
202-442-9014

Sandra E. Robinson M.S., CPM, SPHR  
Chief Operating Officer  
Community Health Administration  
DC Department of Health  
825 North Capitol Street, NE, Suite 7133  
Washington, DC 20002  
(202) 442-9340

Bureau Chief  
Child, Adolescent and School Health  
Community Health Administration  
Department of Health  
825 North Capitol Street, NE, 7th Floor  
Washington, D.C. 20002  
(202) 442-9338

Emanuel Finn, DDS, MS  
Chief, Oral Health Division  
DC Department of Health  
825 North Capitol St., NE, Suite 7037  
Washington DC, 20002  
(202) 442-9395

Kenneth B. Campbell  
General Counsel, D.C. Department of Health  
825 North Capitol Street, NE  
Room 4120  
Washington, DC 20002
VII. EFFECTIVE DATE

This MOU shall be effective upon execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have signed this MOU as of the day and year first written above.

Pierre N. D. Vigilance, MD, MPH
Director

Michelle Rhee
District of Columbia Public Schools

9/21/10  Date

9/29/10  Date