

SAMPLE MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is executed by and between _____ (hereinafter referred to as “School District”) and _____ (hereinafter referred to as “Provider”) for the purpose of providing needed dental services to students (hereinafter referred to as the “Program”).

WHEREAS, it is the intention of the Parties to participate in the Program for the purpose of providing students (hereinafter referred to as “Students” or “Participants”) with the opportunity to receive needed dental services provided by Provider and/or their community partners.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

- I. Scope of Agreement
 - A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing needed dental services to students.
 - B. This Agreement will be for a period of one year, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
 - C. School District agrees:
 1. To the extent School District is able, provide Students with a safe setting to receive dental care. School District shall provide sufficient oversight of the Program to ensure that it meets the needs of Students.
 2. To provide a mutually acceptable place to set up portable equipment or park a mobile facility to provide students with needed dental care.
 3. To provide access to toilet facilities and potable water, including hot water.
 4. To comply with all applicable laws relating to nondiscrimination.
 - D. Provider Agrees:
 1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive needed dental care.
 2. To ensure parents are informed and consent to the proposed treatment plan.
 3. To provide or arrange for the provision of necessary dental services, including preventive, diagnostic and restorative care, to all students with identified need.
 4. To provide needed care to at least (#)____uninsured children each _____(day, week, month, visit).
 5. To inform the School District in writing of any limitations in the services the Provider is able to provide.

6. To provide the School District with proof of a written contract between Provider and a community-based dentist or dental facility where Students may receive follow-up and/or emergency care when the Provider is out of the area or otherwise unavailable.
7. To provide parents and the school with an information sheet within 48 hours after each Student's dental visit to include:
 - a. A list of completed dental procedures and their corresponding dental procedure (CDT) codes
 - b. A list of any unmet treatment needs
 - c. Contact information for Provider, including contact information during non-business hours
 - d. What to do in case of an emergency (including contact information for the local dental provider/clinic with which the Provider has a contract)
 - e. Referral information if the child was referred to another dentist/clinic for any care – to include the reason for the referral and contact information for the dentist/clinic where the child was referred
8. To provide School District with an electronic report at the conclusion of Provider visit or at least monthly, whichever is sooner, to include:
 - a. Number of Students returning signed permission slips
 - b. Number of Students screened for oral health problems
 - c. Number of Students receiving any services
 - d. A list of services that were provided and how many times each service was provided
 - e. Number of Students that received each service
 - f. Insurance status of each Student screened and/or receiving services
9. To provide School District a report that will validate contractual agreements have been met.
10. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

- A. This Agreement may be terminated by School District or Provider at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective from _____(date) to _____(date).
- C. This Agreement may be modified at any time by written consent of both Parties.
- D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.
- E. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

- III. Insurance and Liability
- A. School District and Provider shall secure and maintain comprehensive general liability insurance in the amount of \$_____ (write number and then write out words) per occurrence with coverage for incidental contracts. School District shall name Provider and Provider shall name School District by endorsement as an additional insured under its respective policy(s). Further, the Certificate of Insurance shall provide that insurance may not be canceled, nonrenewed, or the subject of material change in coverage or available limits of coverage, except on 30 days' prior written notice. Provider must also provide proof of professional liability insurance coverage.
- B. School District agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys fees) for injury or death to persons, including employees or other agents of Provider, and damage to property including property of School District, caused by the negligent acts or omissions of School District in the performance of the Agreement. School District's duty to indemnify Provider under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Provider's negligence or willful misconduct.
- C. Provider agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys fees) for injury or death to persons, including employees of School District, and damage to property including property of Provider, caused by the negligent acts or omissions of Provider in the performance of the Agreement. Provider's duty to indemnify School District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from School District's negligence or willful misconduct.
- D. School District's insurance obligations set forth in section A of this Paragraph III are independent of School District's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify School District's indemnification or other obligations or to limit School District's liability under this Agreement. Provider's insurance obligations set forth in section A of this Paragraph III are independent of Provider's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify Provider's indemnification or other obligations or to limit Provider's liability under this Agreement.

IV. Independent Contractor

Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School District. Provider specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of School District under the common law agency test, the economic realities test, or any other legal test.

SCHOOL DISTRICT OFFICIAL

PROVIDER

By: _____
Name
Title
Address

By: _____
Name
Title
Address

Date: _____

Date: _____