

## Memorandum of Understanding



This Memorandum of Understanding between the Wisconsin Dells School District, (hereinafter referred to as “School”) located in Wisconsin Dells, WI, and Sauk County Health Department (SCHD) whose primary address 505 Broadway Street, Ste 372, Baraboo, WI 53913, (hereinafter referred to as “Provider”) is effective beginning on the date signed by the parties. WHEREAS, Provider is a County Public Health Organization that provides, or arranges for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services regardless of the individual’s ability to pay for such services; including but not limited to: oral exams, sealant delivery, fluoride varnish placement, dental referrals, and oral hygiene instruction; and is willing to provide these services to students; WHEREAS, Wisconsin Dells District serving 4K-12 students in Sauk County; WHEREAS, School recognizes the importance of maintaining oral health in order to reduce health related barriers to learning; and has expressed a desire to expand the oral health care opportunities available to students; and WHEREAS, Provider is an essential oral healthcare provider that provides preventive dental services to students; and is qualified and prepared to deliver such oral health services; WHEREAS, both the Parties are desirous of establishing a “school-based oral health program” to provide their students with essential preventive dental services; NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

### **Responsibilities of Provider:**

- a. On a date mutually agreeable to School administration and the Provider, the Provider will implement a “school-based oral health program” which will be delivered to students by a licensed dental hygienist.
- b. Provider will deliver services at School on mutually agreeable days of the week when school is in session. Provider will bill insurance programs for services to covered students. Provider will not seek reimbursement from student’s parents or guardians, nor from School. Provider will deliver services regardless of student’s insurance status and/or ability to pay.
- c. All students Pre-K through 12th grade are eligible to be patients in this program at no out-of-pocket cost. Students under 18 years of age will need to provide parental consent. School will provide consent forms for this purpose and shall require a completed form from each student who is treated by the Provider.
- d. Provider will obtain a health history from each student who has consented to treatment. Provider shall then conduct essential preventive dental services such as oral health assessment and screening of the student, apply dental sealants and fluoride treatment, as appropriate. If such examination reflects that further treatment is necessary, Provider will assist in providing the student/parent/guardian with dental agencies who can assist in receiving the appropriate dental treatments.
- e. Provider shall bear the cost of all dental equipment, including personal protective equipment and all required supplies, utilized in conjunction with the program and shall be responsible for the disinfection and sterilization of all equipment and supplies.
- f. Provider agrees to furnish services to students consistent with the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to dental patients. Provider agrees to furnish services in accordance with all relevant federal, state and local laws and regulations including but not limited to, non-discrimination laws.
- g. Provider certifies that oral health personnel are duly licensed, certified, possess all appropriate training, education, and experience in their particular field, and are competent and fit to perform the contracted or referred services.

**Responsibilities of School:**

- a. School shall provide the most appropriate space within the school for mobile dental services rendered to ensure the highest level of infection control practices can be achieved for the health and safety of all students, staff, and visitors.
- b. School will coordinate with Provider to obtain mutually agreeable dates and times services can be provided during days of the week when school is in session.
- c. School, through its personnel, shall assist Provider in distributing parental consent forms to potential student-patients in whatever formats are most applicable for accessible enrollment.
- d. School will maintain Provider as sole school-based oral health program for the Wisconsin Dells School District

**Term:**

The term of this Agreement shall commence as of the date indicated below and shall continue through the 2021-22 and 2022-23 School Year, with the option to extend this Agreement for additional two-year periods of time based on mutual written consent of all parties.

**Termination:**

Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days written notice to the other party. Provider retains the right to remove all of its oral health equipment and supplies from School upon termination of this Agreement, and School shall grant Provider access to the School premises for such purpose during the normal school hours of operation.

**Modifications:**

No modification, expansion or amendment of this Agreement shall be of any force or effect unless it shall be in writing and signed by the parties hereto. All additions and future program developments and curriculum design must be approved by all parties and reviewed by the appropriate administration to ensure the safety, security and protection of the students and the school district.

**Insurance and Hold Harmless:**

The parties understand and agree that each is solely liable for any and all claims, legal or otherwise, which may occur as a result of their individual rendering of any medical services to Provider patients. Both parties shall maintain, or cause to be maintain, liability insurance in the amounts of no less than one million dollars (\$1,000,000) per person per occurrence and no less than three million (\$3,000,000) annual aggregate, during the term of the agreement. Either party may ask for proof of insurance at any time during the term of this agreement. In lieu of the professional liability insurance coverage specified, Provider may, at its option, provide proof that it and the personnel employed by Provider have Federal Tort Claims Act coverage for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing oral health services to its patients or performing related functions on behalf of Provider. The Federal Tort Claims Act is an occurrence-based coverage. A Notice of Deeming Action issued by HRSA shall be sufficient proof of coverage under the Federal Tort Claims Act.

**Confidentiality:**

Both Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of students. The Parties expressly acknowledge their respective obligations under the HIPAA and FERPA rules.

WISCONSIN DELLS SCHOOL DISTRICT

SAUK COUNTY HEALTH DEPARTMENT

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_