

MEMORANDUM OF UNDERSTANDING (MOU)

between

Sauk County Community Care Voucher Program

and

Bright Dental LLC

This is an agreement between the Sauk County Public Health Community Care Voucher program, hereinafter called The Voucher Program and "Party B", hereinafter called Bright Dental Madison, LLC.

I. PURPOSE & SCOPE

This document represents an agreement between Sauk County and the Bright Dental Madison, LLC dental office for the purpose of sharing patient information and having agreed upon terms for clients receiving a Dental Voucher from the Sauk County Community Care Program.

In particular, this MOU is intended to:

- Enhance understanding of the Sauk County Community Care dental voucher
- Provide clear expectations for both parties

II. BACKGROUND

The Voucher Program provides acute health care services for individuals with no health or dental insurance. Dental Vouchers are for acute dental needs. The extent of the service provided is determined by the dentist providing care. Eligible clients must be at or below 200% of the Federal Poverty Level and not have dental insurance.

III. Sauk County Voucher Program RESPONSIBILITIES UNDER THIS MOU

Sauk County shall undertake the following activities:

- Screen clients for eligibility – both financial eligibility and to assure the need is acute in nature
- Schedule initial dental appointment with client at participating dental office.

- Work with Dental Office to determine client needs following initial appointment. Services following initial consultation and evaluation shall be approved by Sauk County Public Health.

IV. BRIGHT DENTAL LLC RESPONSIBILITIES UNDER THIS MOU

Bright Dental LLC shall undertake the following activities:

- Provide acute dental services to clients who have a voucher from the Sauk County Voucher Program
- Communicate with Sauk County Public Health to determine client needs and assure that services are covered. Following initial consultation and evaluation, notify Sauk County Public Health of recommended treatment plan.
- Assure that the acute services come at no cost to client. All bills should be sent directly to the Sauk County Health Department. This includes, but is not limited to, interpretive services for clients who's primary language is not English.
 - If a client is to need interpretive services and your dental office does not, for other patients, include this as part of service, Sauk County Public Health will arrange for a phone interpreter, paid for by Sauk County Public Health.

V. FUNDING

This MOU does include the reimbursement of funds between the two parties. The Sauk County Community Care Program will reimburse Bright Dental LLC for approved dental services provided to clients with a dental voucher. Reimbursement will be 60% of the Median cost, as outlined in the American Dental Association Survey of Dental Fees.

VI. EFFECTIVE DATE AND SIGNATURE

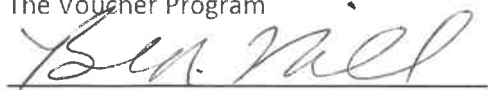
This MOU shall be effective upon the signature of The Voucher Program and Party B authorized officials. It shall be in force from date signed until forfeited by either party in writing.

Parties agree to be bound by the terms and conditions in the attached Exhibit A

The Voucher Program and Bright Dental LLC indicate agreement with this MOU by their signatures.

Signatures and dates

The Voucher Program



2/28/2022 Date

Bright Dental LLC

_____ Date

Adapted from USDA.gov - http://www.nal.usda.gov/fsn/Guidance/mou_example_final.pdf

Exhibit A

STANDARD CLAUSES

MOU with Bright Dental LLC

1. **Insurance.** During the term of this Agreement, Bright Dental LLC shall, at Bright Dental LLC's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Employer as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Employer. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

7. **Termination, Breach of Contract.** In the event of a breach of this contract by Bright Dental LLC, Employer may, in its sole discretion, declare this contract to be terminated. Upon such termination, the Voucher Program shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

11. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

12. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Employer of any immunity, liability limitation or other protection available to the Employer under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Employer shall apply unless the Employer elects otherwise.

14. **Open Records Law Compliance.** Bright Dental LLC understands and agrees that, because Employer is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bright Dental LLC and/or the Employer. Bright Dental LLC agrees to fully comply with such laws, and to cooperate with Employer in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Employer or others upon the request of Employer. Compliance and cooperation of Bright Dental LLC shall be at its sole cost and expense.

15. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Employer and Bright Dental LLC. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Bright Dental LLC will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Bright Dental LLC and the Employer, and the Employer will not be liable for any obligation incurred by Bright Dental LLC including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from Employer or to participate in any Employer benefit plan.

16. Competence, Solvency. Bright Dental LLC warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Bright Dental LLC represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Bright Dental LLC shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

17. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

18. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.