



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is executed by and between _____ and Bayou Dental Health for the purpose of providing needed dental services to students.

WHEREAS, it is the intention of the Parties to participate in the Program for the purpose of providing students 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 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. The School agrees:
 1. To the extent the School is able, provide Students with a safe setting to receive dental care. The School 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 uninsured children each visit.
5. To inform the School in writing of any limitations in the services the Provider is able to provide.
6. 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
7. To provide the School 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
8. To provide to the School a report that will validate contractual agreements have been met.
9. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

- A. This Agreement may be terminated by the School or Provider at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective from ___/___/___/ to ___/___/___/.
- 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. The School and Provider shall secure and maintain comprehensive general liability insurance. Provider must also provide proof of professional liability insurance coverage.

- B. The School’s insurance obligations set forth in section A of this Paragraph III are independent of the School’s indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify the School’s indemnification or other obligations or to limit the School’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. 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 the School under the common law agency test, the economic realities test, or any other legal test.

- V. The services outlined in the Agreement will be provided at no cost to the School or the students. Contractor is responsible for seeking any compensation available through Medicaid, insurance companies, or other available sources for the dental services provided. Neither the school nor its students will have any responsibility as it relates to payment for services rendered by contractor under the work performed in this Agreement. However, Parents should provide needed demographic information for Bayou Dental Health to seek compensation through Medicaid or other insurance policies.

SCHOOL OFFICIAL

PROVIDER

By: _____

By: _____

Name
Title
Address

Operations Manager
Po Box 23623
New Orleans, LA 70123

Date: _____

Date: _____