



Smart Mouths



Smart Kids

Improving Dental Health for Colorado Students

## MEMORANDUM OF UNDERSTANDING

Smart Mouths Smart Kids (“SMSK”) is a school-linked oral health program that is designed to provide preventive oral health care for children in your school. SMSK has facilitated, but is not a party to, this Memorandum of Understanding (MOU).

This MOU outlines the responsibilities of the oral health care provider named below and of your school when implementing SMSK.

This MOU is entered into by and between: \_\_\_\_\_

Name of Oral Health Care Provider: \_\_\_\_\_  
(the “Provider”) and

Name of School or School District: \_\_\_\_\_  
(the “School”).

### OBLIGATIONS OF PROVIDER

1. Provider will be a dentist or dental hygienist and will have, and, throughout the term of this MOU, maintain, such licensure and certifications as are required under the Colorado Dental Practice Act, and all applicable rules and policies adopted by the Colorado Dental Board. Provider will provide professional dental services under this Agreement only to the extent permitted by her or his approved scope of practice.
2. The professional dental services (the “Services”) to be provided under this Agreement will include:  
[Check all that apply]  
 Oral Health Education  
 Oral Health Assessment  
 Fluoride Varnish  
 Dental Sealants on permanent molars  
 Report to Parent or Guardian regarding child’s oral health status, and referrals  
for follow-up care if needed and possible  
 Retention checks for sealants placed the previous year
3. The Provider will furnish all necessary dental equipment and supplies.
4. Provider will only render Services to students under the age of 18 to the extent consented to in advance by the student’s parent or legal guardian. Provider will be solely responsible for obtaining such consent prior to furnishing Services to students.
5. Provider will arrange for and assure the proper disposal of all hazardous or biological waste.
6. Provider will supervise and take responsibility for the actions of all dental assistants employed or retained to perform the Services.

7. Provider will furnish Services to students in a nondiscriminatory manner, regardless of race, ethnicity, national origin, religion, citizenship, sex, sexual orientation, disability, or economic status.
8. Provider will report all known or suspected child abuse or neglect involving students treated in accordance with this MOU to the extent required by Colorado's mandatory reporting law.

**OBLIGATIONS OF SCHOOL**

9. The School agrees to furnish the following to Provider:

\_\_\_ A room not smaller than 8' by 10' that is well-ventilated, well lit, and appropriate to the provision of the Services (the "Space").

\_\_\_ Adequate electrical outlets within or easily accessible from the Space.

\_\_\_ A sink and running water within or easily accessible from the Space.

\_\_\_ A covered waste receptacle with liners.

\_\_\_ Secure closet, cabinets or other containers within the Space that can be locked when not in use for storage of equipment, supplies, and records.

\_\_\_ A list of all students who have returned signed permission slips by grade, teacher, and student unique identifier.

\_\_\_ Table not smaller than 24" by 48."

\_\_\_ At least 2 chairs for students to wait for assessment, together with an appropriate waiting area for the Space.

\_\_\_ Parking for Provider available close to the building - preferably close to an entrance near the Space.

The School will cooperate with Provider in the process of advising students and their parents about the Services and in obtaining parents' informed consent for students to receive Services from Provider.

**GENERAL PROVISIONS**

10. Nothing in this MOU shall create an employment relationship between Provider and the School. Provider shall not be entitled to professional liability insurance coverage, or any other benefit of employment, from the School.
11. Provider shall maintain, at no cost to School, professional liability insurance throughout the term of this MOU that affords coverage for Provider's provision of the Services in the Space, as well as for the activities of any dental assistants supervised by Provider.
12. Provider will cooperate with School in the completion of any criminal history and background checks reasonably required by School.
13. All dental records related to the Services shall be and remain the property of Provider and Provider shall be solely responsible for protecting those records from unauthorized use or disclosure.
14. Provider and School acknowledge and agree that Provider shall not be entitled to compensation in any amount from School for providing the Services. Nothing in this provision shall prohibit Provider from receiving compensation from any source of payment other than the School.
15. This MOU shall become effective upon mutual execution by the Provider and the School. Either the Provider or the School may terminate this MOU upon 30 days' notice to the other.
16. Provider and School will cooperate in promoting the Services to the School's students and their parents.

*Signature page follows*

# Memorandum Of Understanding Signatures

## PROVIDER

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## SCHOOL

By:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_