

Memorandum of Agreement
Between
Guilford County
On Behalf of
The Department of Health
and Human Services-
Public Health Division- Dental
and
Guilford County Schools

This **Memorandum of Agreement** is designed to formalize a partnership between the Guilford County Department of Health and Human Services Public Health Division- Dental (**GCD**) and the Guilford County Schools (**GCS**).

Purpose and Scope:

The purpose of this MOA is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaborations of establishing a routine screening/sealant program for first and second graders in specific elementary schools within the Guilford County Schools. Specifically, both parties Guilford County Dental (**GCD**) and Guilford County Schools (**GCS**) will cooperate to develop a sustainable dental program to enable optimum dental health to the children enrolled in the Guilford County Schools.

Background:

Both parties see the benefits of this project, have desire to pursue the project and have determined that each brings a unique expertise and experience necessary to accomplish the objectives above. **GCD** has experience with providing dental services for children. The **GCS** through its resources and employees has the expertise and experience in managing and providing educational care and related services for children.

Terms of Agreement:

- **GCS** agrees to provide the following at no cost to **GCD** at each location where dental services are provided:
 - Space as mutually agreed upon for treatment areas. **GCD** will have access to conference rooms.
 - All utilities

- Routine maintenance and repairs (e.g. light bulbs windows, ceiling tiles, towels and toilet paper)
 - Rubbish removal (non-hazardous waste).
 - Custodial and housekeeping services.
 - Access to the internet and phones at each site in case HOTSPOTS are not working.
 - Parking spaces for staff vehicles.
 - Access to restroom facilities for GCD staff.
 - Assist with distribution/collecting paperwork for program services utilized by the schools to assist with parent communications regarding the dental program/services.
 - Promotion of the Guilford County Dental Program
 - Contact the Dental Director, prior to establishing any partnerships or agreements with other portable/mobile dental providers to see if needed services can be provided by GCD.
 - Contact the Guilford County Dental Director if any issues arise.
- **GCD** will provide the following at no cost to **GCS**
 - School-based dental services as defined in the consent form and in compliance with GCD policies.
 - Dental care, equipment and supplies (pharmaceuticals, laboratory and medical for use in care).
 - Proper maintenance and disposal for hazardous waste.
 - Appropriate staffing for treatment of dental services (with training and licensing as required by law).
 - Supervision of dental staff.
 - All billing responsibilities.
 - Dental malpractice insurance for all appropriate staff.
 - All portable dental equipment/ dental supplies are the property and responsibility of GCD. They will remain the property of GCD should the agreement end. All repairs and maintenance of the dental equipment are the responsibility of GCD.
 - If a child does not have insurance the GCD staff will discuss and provide a treatment plan with fees to the child advocate to determine if there are other funds available to cover services.
 - All treatment will **ONLY** be provided by consent from parent/guardian.
 - Emergency treatment for child- Standard of care will be provided for these situations. (e. g. Prescriptions if necessary and follow up with a parent/guardian).
 - GCD will comply with all requirements of federal, state, and local law regarding public health measures, including but not limited to compliance with the North Carolina Strong Schools Toolkit issued by the North Carolina Department of Health and Human Services.

GCD employees shall successfully pass a background check through the **GCS** before any services may be performed. Furthermore, **GCD** staff will be required thereafter, for the proper performance of duties for or on behalf of **GCD** on **GCS** campuses, to submit to the necessary periodic background check. **GCD** will require its staff that have been approved through the initial background check to report any criminal charges and convictions immediately so that appropriate consideration can be given to whether they may continue to serve children on a **GCS** campus.

- **GCD** agrees that it has complete operational responsibility over the provision of dental care. The responsibility includes securing funding, providing liability insurance and adjusting staffing levels of hours of operation according to school hours and providing tentative schedules for treatment.

- **GCD** will protect the confidentiality of all information received from patients who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the student and or other persons.
- **GCD** assumes all liability for the provision of dental services, and **GCS** does not supervise, approve, oversee or otherwise assume any responsibility for the provision of dental services or any aspect of the provision of services related thereto. **GCD** agrees to carry sufficient liability insurance to cover all risks associated with the provision of dental services.
- Either **GCS** or **GCD** may terminate this Agreement with or without cause upon at least thirty (30) days written notice to the other party.
- This agreement will commence on 08/30/2021 and shall remain effective until such time as either or both parties agree, in writing, to any changes and or termination giving at least thirty 30 days' notice.
- This Agreement constitutes the entire understanding and Agreement between **GCD** and **GCS** in regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, when written or oral between all parties.
- This Agreement may be amended only in writing and signed by all the parties hereto.
 - All notices and other communications required or desired to be given shall be given personally, or sent by registered or certified mail, postage prepaid, return receipt requested to the Superintendent (GCS) or the Director of Health and Human Services Department of Public Health, Guilford County for GCD. Notices will be deemed received (a) on the date delivered if delivered personally; or (b) three business days after posting if sent by registered or certified.
 - The laws of the State of North Carolina shall govern this Agreement.
 - Nothing herein shall create or be deemed to create any relationship of agency, joint venture, or partnership between **GCD** and **GCS**. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
 - Neither party shall be liable to the other or deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes or unusually severe weather.
 - If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
 - Any waiver expressed or implied by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights terms or conditions or any other rights, terms or conditions beyond the specific instance of waiver.
 - **GCD** and **GCS** shall indemnify and defend each other with respect to claims made by third

parties concerning the respective performance of the matters referenced herein.

GCD will indemnify defend and hold harmless GCS to the fullest extent from law against all demands, claims, actions, liabilities result from the GCD’s acts or omissions related to it’s participation under the MOA.

- Each party, at its sole cost and expense shall carry insurance or self- insure to cover its activities with this MOA. Each party shall obtain, keep in force and maintain, insurance or equivalent programs of self-insurance for general liability, worker’s compensation and business liability adequate to cover its potential liabilities hereunder.
- **GCD** has added an ATTACHMENT A that outlines COVID-19 Efforts that will be taken by **GCD**, which is attached hereto and incorporated herein as ATTACHMENT A.

The parties hereby cause this instrument to be executed by their duly authorized officers:

 Guilford County Department of
 Health and Humans Services
 Public Health, Director, Dr. Iulia Vann

Date

 Guilford County, on behalf of its
 Department of Health and Humans Services,
 Public Health Division,
 County Manager, Michael Halford

Date

 Guilford County Schools
 Chief of Student Services
 Dr. Dominick Robinson

Date

 Guilford County Schools,
 Superintendent, Dr. Sharon Contreras

Date



ATTACHMENT A

COVID -19 EFFORTS

GUILFORD COUNTY DENTAL- SCHOOL BASED ORAL HEALTH PROGRAM COVID-19 EFFORTS FOR GUILFORD COUNTY SCHOOLS

GUILFORD COUNTY DENTAL STAFF SCREENINGS

Guilford County Dental Staff will be screened before entering the dental clinic at the beginning of a work day.

- Screening consists of taking temperatures, questions about coughs, and travel.
- Staff are asked to remain at home and to contact their medial provider if they display any COVID-19 symptoms.

SCHOOL PREMISES PPE

Once at the school – staff will don appropriate PPE-

- MASK- N95, KN95 or level 3 tier surgical mask
- Gloves
- Gowns
- Bonnets

- Shoe covers
- Protective eye wear- goggles, glasses, shields

SCREENING STUDENTS/PATIENTS

Each patient will be screened

- Temperature checks.
- Questions – coughs, fevers, sore throats, vomiting and travel.
- Observations for rashes and other potential medical issues.
- If issues noted child will not be seen- teacher / school health nurse will be notified.

COVID-19 REDUCING EFFORTS

- Student/patient is given hand sanitizer as they enter the treatment area.
- Student/patient rinses with a hydrogen peroxide based mouth rinse such as Colgate Peroxyl before treatment.
- The Dental Program will use aerosol reducing equipment such as Dry Shields and or the ReLeaf system. This is a suction system.
- Limited to almost no aerosol producing procedures will be performed at this time.
- The Dental Program will utilize medical grade HEPA 13 filter air purifiers in the treatment area.
- In addition to following the normal cleaning and disinfecting protocols that are recommended by the Centers for Disease Control and Prevention (CDC) and the American Dental Association (ADA), the Guilford County Dental Team will use a fogger that disperses hypochlorous acid to battle COVID-19 that could potentially be in the air. This disinfecting technique will be used after each patient is treated and is harmless to humans and surfaces.
- The Dental Program will implement two kinds of fluoride treatments as necessary. Fluoride Varnish and or Silver Diamine Fluoride (SDF). SDF is used to arrest decay in emergency situations and does not produce an aerosol.

These are the necessary efforts that will be provided to enter into the Guilford County schools once the School Based Oral Health Program starts. As COVID-19 information evolves additional efforts may be added or removed as necessary.

The DUKE/BCBS representatives have assured the Guilford County Dental Program that the School Based Oral Health Program is important. The representatives also understand that moving forward has presented with some challenges. However, flexibility with time in getting into schools and efforts is to be expected as we are all in this effort collectively.