



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between:

KinderSmile Foundation with an address of 10 Broad Street, Bloomfield, New Jersey (*hereinafter referred to as "Provider"*) whose mission is to provide underserved children with access to comprehensive dental care and educate children and their families on the importance of dental hygiene, and whose vision is a future where every child has access to a dentist.
And

[Name of School, School District, or organization] (*hereinafter referred to as "Community Partner"*)

Purpose: This Memorandum of Understanding (MOU) outlines the comprehensive responsibilities and obligations of the Provider and the Community Partner in implementing KinderSmile Oral Health Program (KSOHP) for the provision of preventive oral health care for children in the community.

OBLIGATIONS OF PROVIDER

- Licensure and Services:** Provider shall maintain all required licensure and certifications as mandated by the New Jersey State Dental Practice Act, ensuring compliance with all applicable rules and policies set forth by the New Jersey State Dental Board. Professional dental services provided by the Provider shall strictly adhere to the approved scope of practice.
- Professional Dental Services:** The specific scope and nature of services rendered will be contingent upon the mutual agreement between the Provider and the Community Partner. Services offered shall encompass a range of oral health provisions, potentially including but not limited to:

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| <input type="checkbox"/> Oral Health Education | <input type="checkbox"/> Silver Diamine Fluoride |
| <input type="checkbox"/> Nutritional Counseling | <input type="checkbox"/> Atraumatic or Interim Therapeutic Restorations |
| <input type="checkbox"/> Oral Examination or Assessment | <input type="checkbox"/> Care Report to Parents/Guardians |
| <input type="checkbox"/> Caries Risk Assessment | <input type="checkbox"/> Link to a Dental Home: Follow-up care is available for all children at KinderSmile Community Oral Health Centers Bloomfield, Newark, or Trenton. |
| <input type="checkbox"/> Fluoride Varnish | |
| <input type="checkbox"/> Dental Sealants | |
- Equipment and Supplies:** Provider shall supply, maintain, and ensure the availability of all essential dental equipment and supplies necessary to deliver the prescribed oral health services.
- Consent and Supervision:** The Provider shall acquire explicit consent from the parent or legal guardian before providing any services to children under the age of 18.
- Waste Management:** Adequate arrangements shall be made by the Provider to handle, dispose of, and guarantee the proper management of any hazardous or biological waste resulting from service provisions.
- Non-Discrimination:** Services shall be administered in a wholly non-discriminatory manner, ensuring equitable access and treatment for all children regardless of race, ethnicity, national origin, religion, citizenship, sex, sexual orientation, disability, or economic status.
- Mandatory Reporting:** Provider shall comply with New Jersey's mandatory reporting law by promptly reporting any known or suspected cases of child abuse or neglect involving children under their care in accordance with law.

OBLIGATIONS OF COMMUNITY PARTNER

- Official Partnership Approval:** Community Partner will secure approval from the executive director or Board of Education via passed resolution, if required, to fully execute this MOU between the Provider and the Community Partner.
- Program Participation and Coordination:** The Community Partner shall appoint an "Oral Health Champion" responsible for overseeing program logistics, maintaining enrollment records, escorting patients to and from their

oral health visit, attending meetings, and providing feedback for program enhancement. The Oral Health Champion should embody key traits: knowledgeable, flexible, available, coordinated, and supportive.

- Upon request, Community Partner will provide directory information for all eligible participants including names, address, telephone number, date, and place of birth in accordance with Family Educational Rights and Privacy Act (FERPA), as applicable.
 - Community Partner will provide a list of all children who have returned signed informed consent by grade or age, teacher, or class, and child unique identifier. Deliver completed informed consent forms to the Provider at least 10 days before the scheduled site visit via scan/email, fax, or drop-off. Timely submission is crucial; failure to provide completed paperwork promptly may result in the cancellation of the site visit.
 - A minimum of 15 children's participation is required for the effective facilitation.
3. **Communication with Caregivers:** Community Partner will actively assist and collaborate with the Provider in disseminating information and advising children and their parents or guardians about the available oral health services. This includes providing and securing parental consent for children to partake in the services, ensuring the provision of requisite information for service delivery including all significant changes in health history or insurance coverage, and ensuring children with non-urgent and urgent oral health needs are linked to KinderSmile Community Oral Health Centers Bloomfield, Newark, or Trenton for follow-up care.
 4. **Consent Form Verification:** Community Partner will verify the completion and accuracy of informed consent forms, including verifying contact details, medical history, insurance information, and obtaining necessary signatures. Accurate completion is vital to avoid delays in receiving oral health services.
 5. **Provision of Facilities:** Community Partner shall furnish a designated space for service delivery, meeting specified criteria such as adequate dimensions (not smaller than 8' by 10'), proper ventilation, lighting, electrical outlets, accessible sink with running water, and covered waste receptacle, furniture including tables and adult-size chairs without arm rests, and, in the event of multi-day visits, secure storage for equipment and records (e.g., lockable room or closet). The provided space shall be maintained in a conducive state for the delivery of oral health services.
 6. **Emergencies:** Community Partner will provide instructions in the event of an emergency including fire, lockdown, and urgent medical need (e.g., CPR). Provider will be notified in the event of Community Partner facility closure, schedule change or a declared emergency.

GENERAL PROVISIONS

1. **Non-Employment:** The MOU establishes no employment relationship between the Provider and the Community Partner. The Provider shall not seek or claim professional liability insurance coverage or any other employment-related benefits from the Community Partner.
2. **Insurance and Compliance:** Provider shall maintain professional liability insurance covering the Services and shall adhere to all requests for criminal history and background checks required by the Community Partner or applicable laws and regulations.
3. **Record Ownership:** All dental records, including those pertaining to the services delivered under this MOU, shall remain the property of the Provider, who shall undertake responsibility for safeguarding them against unauthorized use or disclosure.
4. **Compensation:** The Provider acknowledges and agrees that no compensation shall be sought or received from the Community Partner for rendering the services as delineated in this MOU.
5. **Termination:** The effectiveness of this MOU shall commence upon mutual execution and may be terminated by either party with 30 days' prior written notice to the other party.
6. **Promotion:** Both the Provider and the Community Partner shall collaborate in promoting the availability and scope of oral health services to children and their parents or guardians, administrators, educators, and leadership within the community, with the goal of 30% minimum enrollment over two consecutive visits.

SIGNATURES AND DATE

The Provider and Community Partner agree to the terms and conditions set forth in this MOU and such is demonstrated throughout by their signatures below.

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____