

## **MEMORANDUM OF AGREEMENT**

**FIRST PARTY**                      **Northern Kentucky Independent District Health Department**  
**8001 Veterans Memorial Drive**  
**Florence, KY 41042**

**SECOND PARTY**                      **Kelly Elementary**  
**6775 McVile Rd**  
**Burlington, KY 41005**

**Boone County School District**  
**8330 US. 42**  
**Florence, KY 41042**

This memorandum of agreement sets forth the responsibilities of the parties and the terms and conditions of the agreement established in providing School Based Preventive Dental Services at Kelly Elementary. This agreement is effective 9-13-2021 to June 30, 2022. Except as specifically provided herein, neither party shall have any financial obligation to the other resulting from or relating to this agreement.

The First Party agrees to:

### Provide Consent Forms

1. Enough consent form packets will be provided to the school for each student in the participating grades.
2. A Master File folder will be given to each school contact person at the presentation. These master forms are to be used by the school to make additional copies, if needed.
3. Students must return the completed consent forms in order to participate in the program
4. Consent forms will be picked up by Health Department Dental Staff prior to the dental program beginning.

### Provide Equipment

1. Equipment will be delivered by the Health Department 1-2 days prior to the dental program.
2. Equipment should be placed in the area that has been designated for the dental program.
3. The location must be clean and secure and have adequate space.
4. Due to updated policies put in place by the CDC, the KY Department of Public Health, and the Northern KY Health Department in the wake of COVID-19, the area where the dental program will be held must be approved by the staff of NKY Health.

### Provide Professional Staff

1. A Public Health Dental Hygienist will conduct an oral health screening, apply the dental sealants to grades K-6 who need them, perform a dental cleaning, and apply fluoride on the students whose parents have consented.
2. A Dental Assistant will set-up and break-down dental equipment, pull students for the dental screenings, sterilize instruments and assist the Public Health Dental Hygienist.

#### Fees for Services

1. There are no fees to families for the dental services provided by NKY Health Department.
2. All students are seen regardless of insurance or financial status.
3. Students who have a regular dentist and has been seen within the previous 6 months or has an appointment scheduled within the upcoming 6 months, may or may not be provided services.
4. For those with Medicaid coverage, the Health Department must file Medicaid for services provided.

The Second Party agrees to:

1. Provide internet access via direct plug in if possible, or by wireless connection.
2. Provide clean, secure space with access to electrical outlets, preapproved by NKY Health.
3. 1 table and 2 chairs
4. Distribute and collect forms
5. Provide parent follow up regarding student's oral health at request of the NKY Health.
6. Report to NKY Health the status of students referred for decay
7. Keep a list of area dentists and the Medicaid/MCO's they belong to in order to assist parent in finding dental care for their child.

It is the responsibility of the school to perform the following promotional activities in order to reach and educate the parents about the oral health program available:

1. Announcement of dental program on your website, facebook, twitter
2. Include the dates on the school calendar for parents to see
3. Class/Grade/School Newsletters
4. Distribution of reminders that the NKHD will provide both to parents and within the school
5. School personnel must check forms to make sure the following is complete:
  - o Parents have signed in the appropriate spots on the consent form
  - o Social Security #, Medicaid #
  - o Date of Birth and Medical History

#### MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

Neither party shall assign its duties and obligations under this agreement without the prior written consent of the other party. The Second Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164. Any subcontract entered by the Second Party as the result of this agreement shall mandate that the subcontractor is required to abide by the same statutes and regulations regarding confidentiality of personal medical records as the Second Party.

Both parties shall be in compliance with applicable local state and federal laws and regulations. The Second Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation

in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this agreement.

The term of the agreement shall be for a period from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the duration of the agreement shall be continuous unless terminated as specified within the agreement.

The agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of thirty (30) days after receipt of written notice thereof by the other party. Either party shall have the right to terminate this agreement at any time, with or without cause, by giving 30 days written notice to the other party.

**FIRST PARTY:**

  
Steven Divine (Sep 14, 2021 11:50 EDT)

(SIGNATURE OF AUTHORIZED AGENT)

Steve Divine, Co-Interim District Director of Health  
Northern Kentucky Independent District Health Department

09/14/2021

(DATE SIGNED)

**SECOND PARTY:**

(SIGNATURE OF AUTHORIZED AGENT)

10/14/21  
(DATE SIGNED)

Dr. Maria Brown, School Board Chairperson  
(PRINT NAME and TITLE)  
Boone County Schools