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Dental Steps

Dental Steps for ME:

MEMORANDUM OF UNDERSTANDING

Dental office/Medical office

**Note: This template, adapted from the Virtual Dental Home Memorandum of Understanding provided by** **Virtual Dental Home Consulting –** [**www.OralHealthInnovation.com**](http://www.OralHealthInnovation.com)**, is provided only as an example of the types of provisions and language that may be included in an agreement between a medical and dental office in Dental Steps for ME. Entities involved in actual agreements should review those agreements carefully and ensure that the agreement meets the individual needs and circumstances of the parties.**

This Memorandum of Understanding (MOU) is entered into effective \_\_\_\_[DATE]\_\_\_ by and between \_\_\_[NAME OF MEDICAL OFFICE]\_\_\_\_\_\_\_\_\_\_\_\_ “the **SITE”,** and \_\_[NAME OF DENTIST]\_\_\_ “**DENTIST”** (“jointly, the “Parties”).

# I. PURPOSE OF MOU

The purpose of this MOU is to define the roles and responsibilities of the **DENTIST** who will provide teledentistry services for the patients of the **SITE**.

# II. DESCRIPTION OF PROJECT

Dental Steps for ME is system of care designed to provide onsite care in medical homes to patients, ages 0-5 who do not have a dental home, through integration of a dental hygienist into the medical team who will provide care at the **SITE** in collaboration with a **DENTIST** using tele-dentistry technology. Dental Steps for ME is further described in Appendix A.

# III. RESPONSIBILITIES OF THE PARTIES

The Parties (Parties) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

# IV. INDEPENDENT STATUS

This MOU is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association involvingthe **SITE** and the **DENTIST.**

# V. PATIENT CARE RESPONSIBILITY

It is agreed that the **DENTIST** shall exclusively be responsible for care they provide to the patients. Likewise, the **SITE** will be exclusively responsible for the care their employees provide to patients. Both Parties agree to acquire and maintain liability insurance covering the specific dental services authorized under this Agreement. All Parties will maintain current licensure.

# VI. GENERAL TERMS

**Collaboration:** All parties agree to make every effort to work collaboratively towards the goal of the project. Should a dispute arise, parties will agree to meet and confer in an attempt to resolve such dispute. This memorandum may be modified by mutual consent of both parties. Either Party may give 30 days prior written notice of its intention to terminate this agreement for any reason or cause whatsoever and at any time. Either Party may immediately terminate this agreement with cause and without notice in the event of the other Party’s default of performance of any term or covenant required as specified herein.

Any dispute arising from the performance of functions described in this MOU or otherwise related to its terms shall be resolved by binding arbitration,with each side to bear its own costs and attorney’s fees. This Agreement and its exhibits are the complete and exclusive agreement between the Parties. This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.

**Notifications:** S**ITE** will notify **DENTIST** if there is a change in operations or structure that would affect Dental Steps for ME.

**Annual Agreement Review:** At least once a year, or upon a change in operation of the Dental Steps for ME or circumstances of either Party, this Agreement must be reviewed and signed by the **SITE** and **DENTIST** named in this Agreement. Copies of the original and updated agreements must be maintained by both parties named in this Agreement. Correspondence regarding this agreement should be sent to:

|  |  |
| --- | --- |
| **DENTIST** | **SITE** |
| Name  Title  Address:  Phone #  Email | Name  Title  Address:  Phone #  Email |

# VII. SERVICES TO BE PERFORMED BY SITE

**SITE** employs dental hygienist(s) to provide health education, assessment, preventive dental hygiene services, records collection, and early intervention services to patients supported by tele-dentistry communication with the **DENTIST** allowed under this Agreement; implement treatment plans developed in collaboration with **DENTIST**; track and manage patient’s needs for additional and follow-up care; support the collection of and reporting to **DENTIST**.

# VIII. SERVICES TO BE PERFORMED BY DENTIST

The **DENTIST** agrees to support the **SITE’s** efforts to provide access to comprehensive oral health care by offering virtual teledentistry examination and patient evaluation, treatment planning, and care coordination for patient needs.

**DENTIST** agrees to bill for their teledentistry services separately from **SITE** billing procedures, in accordance with state teledentistry rules and regulations.

# IX. INDEMNITY OBLIGATION

**SITE** shall hold harmless and indemnify **DENTIST** from every claim or demand by any person, for any loss or injury to persons or property sustained by the **SITE**, or sustained by any person, firm, corporation or other entity rendering any services under this Agreement on behalf of **SITE** either directly or indirectly.

If personnel of **DENTIST** render care to patients, **DENTIST** shall hold harmless and indemnify **SITE** from every claim or demand by any person, for any loss or injury to persons or property sustained by any such patient.

**READ AND AGREED:**

|  |  |
| --- | --- |
| **DENTIST** | **SITE** |
| Organization Name    Authorized Signatory Name    Authorized Signatory Title    Authorized Signatory Signature    Date | Organization Name    Authorized Signatory Name    Authorized Signatory Title    Authorized Signatory Signature    Date |

**Appendix A:**

Dental Steps provides comprehensive oral health care to children ages 0-5, who do not have a dental home, with all preventive and early intervention services occurring in the primary care setting. This is accomplished through a multi-pronged approach:

1. **Integrating oral health into each well-child visit though oral health screening, and basic preventive services** opens many more touch points for young children to receive oral health guidance than the traditional model of dental care delivery. This early-and-often approach supports families to give them the best chance at preventing dental disease before it begins.
2. **Providing oral health education at each well-child visit** by integrating the corresponding oral health education video into each well-child visit from 2 months to age 5 will fill the oral health literacy gap in families of young children and assist providers in transferring the most important pieces of oral health information to their patients. Each short video contains small, digestible nuggets of age-appropriate preventive oral health information. These high impact, easily implementable strategies, will offer a great return on investment for the oral health of families who adopt them.
3. **Integrating a dental hygienist in the primary care team** to provide a full range of prevention and early intervention dental services. By ensuring access to clinical advancements such as silver diamine fluoride, which research shows can arrest tooth decay, and coaching caregivers to interrupt the dental disease process, Dental Steps provides children access to the knowledge and tools necessary to experience a childhood free of active decay.
4. **Connection to a dental office** **via virtual technology** provides access to comprehensive oral healthcare through a holistic interprofessional approach. Utilization of teledentistry technology expands access to dental care beyond the walls of the traditional dental office by utilizing telehealth capabilities to connect a community-based hygienist with a dentist in the office. Dentists complete exams remotely and work with the on-site hygienist to develop care plans. All routine prevention is provided in the primary care setting families only needing to travel to the dental practice for restorative care.