



## MEMORANDUM OF UNDERSTANDING

### Oregon Trail School District and Dental3 DBA All Smiles Community Oral Health

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement for dental screening, fluoride varnish, and sealant services and care coordination services between **Oregon Trail School District** and Tigard, Oregon-based Dental3, doing business as All Smiles Community Oral Health and referred to as "All Smiles" hereafter. All Smiles provides free school-based dental sealants, fluoride varnish, and dental screenings, and oral health care coordination services in the Portland tri-county area to children in schools that qualify under the Oregon Department of Education's Community Eligibility Provision. Dental sealants and fluoride varnish are quick and easy methods to prevent cavities. This agreement is in effect from **March 2024 through March 2025**. This agreement will be reviewed and updated annually.

#### Responsibilities of All Smiles

1. Provide the district with the Oregon Health Authority Sealant Certification Letter and ensure all hygienists are certified according to the Oregon Health Authority rules.
2. Coordinate school-based dental screenings, sealants, fluoride varnish, and oral health education. The work will be delivered to the following school(s): **Welches Elementary School, Welches Middle School, Sandy Grade School, Firwood Elementary School, Naas Elementary School, Cedar Ridge Middle School.**
3. Provide consent forms ("permission slips") to school(s) for distribution to parents and guardians. Forms will be offered in both paper and electronic formats.
4. Dental screenings, sealants, fluoride varnish, and oral health education will be offered to all students in all grades at the school. There may be exceptions when services could be limited to children in grades K-2 when staffing and/or resources are running low.
5. Provide a licensed Expanded Practice Dental Hygienist (EPDH) to oversee program, complete dental screenings, apply fluoride varnish, and place dental sealants for children with parental/guardian consent. The EPDH will use an Oregon Health Authority approved sealant application procedure.
6. Provide a community health education professional to teach oral health lessons at the school. They will also offer and encourage other opportunities to increase participation at the school such as: Tabling at school events, call campaigns, hanging posters and digital signs, etc.
7. Provide all necessary equipment and supplies to complete dental screenings, fluoride varnish applications, and place sealants.
8. Document the findings of dental screenings electronically.



9. Furnish an assessment result form for each student to take home after the procedure. All Smiles staff will make every attempt to contact the student's parent or guardian at home if dental needs are identified that require follow-up care by a dentist.
10. Provide care coordination services for students needing urgent dental care. Act as a resource for students/families with difficulties accessing follow-up care. Collaborate with school staff, especially school nurses and family resource staff, to provide care coordination for any enrolled student with acute dental health needs, *including those not served by the sealant program*.
11. Provide incentives for participating students (toothbrushes, prizes, dental-themed stickers, or toys).
12. Adhere to health industry standards limiting the spread of infectious disease and/or protocols issued by local, state, and/or federal public health officials, including but not limited to Multnomah County Public Health, Washington County Public Health, Clackamas County Public Health, the Oregon Health Authority, and the U.S. Centers for Disease Control and Prevention. All Smiles is compliant with Oregon's Oct. 18, 2021, health care worker COVID-19 vaccination mandate. All Smiles clinical and administrative staff are all fully vaccinated for COVID-19. All Smiles Expanded Practice Dental Hygienists are also mandated reporters, per Oregon law.
13. Provide data after services to the school to include the number of children who received screenings, fluoride varnish, and sealants, as well as the number of students referred for follow-up dental care. The school will be sent a link with a request to provide their feedback about their experience working with All Smiles.
14. All Smiles complies with the requirements of Oregon SB 155 (2020) through these actions:
  - Background checks are conducted for every All Smiles employee.
  - All employees complete annual harassment training; clinical staff take annual training on mandatory reporting and are mandatory reporters.
  - All Smiles employees are never alone with patients, per All Smiles' policy.
  - Liability coverage: All Smiles carries \$4 million in total liability insurance.
  - Employees complete annual training on: HIPAA, FERPA, and Fraud, Waste and Abuse.

### **Responsibilities of School District**

1. Support All Smiles oral health programs by encouraging active participation from each qualifying school in the district. Due to financial considerations, All Smiles may not be able to provide services at an eligible school unless 10 or more students participate.
2. Distribute All Smiles service consent forms ("permission slips") to all families in back-to-school packets. Securely scan and send all completed consent forms received to the All Smiles headquarters **two weeks** before services are scheduled at the school; *please include the word "encrypt" in the email subject line to assure secure transmission of protected health information*. Elementary schools will also scan class rosters for each grade at the school. Consent forms and class rosters must be sent to [K8@allsmilescsh.org](mailto:K8@allsmilescsh.org) **NOTE:** All Smiles cannot accept links to consent forms from other platforms such as Google Drive due to compliance constraints and prefers to receive the forms in PDF format.



3. Partner with All Smiles to identify program opportunities beyond the traditional school year service, such as back-to-school events, summer school, and kindergarten enrollment events.

4. Designate a point of contact and assist each qualifying school in collaborating with All Smiles to:

a. Schedule services, complete planning forms, attend a pre-services check-in meeting with All Smiles staff. Provide timely updates to All Smiles regarding the number of consent forms received at the school.

b. Communicate with schools, principals, nurses, teachers, and other school personnel to ensure cooperation and participation. We ask that schools accommodate All Smiles' outreach efforts to engage families in oral health services, including call campaigns to inform parents/guardians of upcoming services at their child's school.

c. Engage with families/students to communicate the benefits of the program. Allow All Smiles to display signage promoting its services inside the school and in outside-facing public areas, as requested by All Smiles.

d. Procure space/facilities/supplies for dental services.

i. This space shall contain sufficient room for equipment brought by All Smiles's clinical staff including patient and provider chairs, a dental tray, and a sterilization set-up.

ii. The school's allotted space shall also contain (as provided by the school) two power outlets, a large trash can, one long table, and two chairs.

iii. Ensure that the space allotted is free from disruption, whenever possible, from other activities taking place at the school that could interfere with delivering quality services for patients.

iv. The team will need access to a sink (used for rinsing instruments and filling bins). The sink does not need to be in the same room where services will be facilitated.

v. The school will provide two printed lunch/recess/specials schedules and school maps, and one printed Emergency Instructions (ex. lockdowns, fire, etc.) for when children are in All Smiles' care. Alternatively, these can be attached to the electronic Planning Form and All Smiles will ensure that these are given to the dental team prior to services.

vi. If more than one team is scheduled for the week of services, a second space or a space large enough for two teams will be provided by the school.

e. On the first day of services, elementary schools will direct the All Smiles dental team to the location in the school where they will provide services and hand them the folder with the organized consent forms and patient charts left on the administrative day.

Middle schools will identify a staff person at the school who will call students to the screening area throughout the day while the team is at the school.



The school will let the dental team know of any unplanned and planned field trips, special events, or fire drills while they are onsite.

f. Ensure that screening results forms are sent home to parents or guardians.

g. Assist the All Smiles Care Coordination team with contacting the parent or guardian of a child with an urgent dental need, as needed.

h. Adhere to Oregon Department of Education Ready Schools Safe Learners guidance related to limiting the spread of infectious disease and/or protocols issued by local, state, and/or federal public health officials, including but not limited to: Multnomah County Public Health, Washington County Public Health, Clackamas County Public Health, the Oregon Health Authority, and the U.S. Centers for Disease Control and Prevention.

### **FERPA/Student Privacy**

1. All Smiles is hereinafter considered to be an “other school official” within the meaning of FERPA. A school official is a person or company with whom the District has contracted to perform a special task and who has a legitimate educational interest in the records they have access to.

2. All Smiles agrees to comply with both FERPA and corresponding Oregon law respecting student educational records. Personally identifiable information obtained from the District by All Smiles in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, written consent of the student’s parents/guardians and (ii) will be used only to fulfill All Smiles’ responsibilities under the Agreement.

### **Insurance**

1. All Smiles shall maintain, as a minimum, \$4 million insurance coverage: Medical liability in the coverage amount of \$1 million per claim/\$3 million in the policy aggregate, plus \$1 million in coverage for sexual abuse and molestation.

2. All Smiles shall provide the District, upon request, with a certificate of insurance and endorsement naming the District as an additional insured entity. Such a certificate shall be maintained through the term of this agreement.

**Indemnification:** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 7 the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim, or demand arising from the negligence of the other party or its agents or employees.

**Amendment/Modification:** The terms of the Agreement may be amended or modified only by an instrument in writing executed by all the parties.



**Waiver:** A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of the Agreement shall not operate as a waiver of such provision or any other provision.

**Entire Agreement:** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings or agreements, whether written or oral, between the parties with respect to such subject matter.

**Termination:** This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days written notice, delivered either in person, by electronic mail ("email") or by certified mail.

**District**

**Attention:** Superintendent Aaron Bayer

**Address:** 36525 SE Industrial Way Sandy OR 97055

**Telephone:** 503-668-5541

**Email:** aaron.bayer@ortrail.k12.or.us

**Dental3 DBA All Smiles Community Oral Health:** Attn: Robin Moody, Executive Director

**Address:** 7460 SW Hunziker St., Suite H Tigard, OR 97223

**Phone :** 503-521-7166

**Email :** Rmoody@allsmilescoh.org



**SIGNATURE PAGE**

Superintendent or designated signer Name: Claron Bayer

Signature: [Handwritten Signature]

Title: Superintendent

Date: 3.18.2024

All Smiles: Name (printed) Robin Moody

Signature: [Handwritten Signature]

Title: Executive Director

Date: 03/18/2024