# Key Elements of an MOU

The critical elements of the MOU include, but are not limited to, the following:

1. **Purpose of the MOU**

The intent and purpose of the agreement must be distinctly stated, with the program deliverables identified along with the duration of the agreement.

*Sample statements*

* *THIS AGREEMENT is executed by and between \_\_\_\_\_\_\_ (hereinafter referred to as “School District/ School”) and \_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “Provider”) for the purpose of providing needed dental services to students (hereinafter referred to as the “Program”)*
* *WHEREAS, consistent with their respective missions and statutory mandates, the parties seek to increase access to dental screenings and preventive dental services and sealants to low-income children in County in accordance with appropriate dental screening*
* *NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:*
* *NOW, THEREFORE, in consideration of the mutual agreements set forth below, the parties \_\_\_ and \_\_\_, agree to work in partnership to carry out the proposed dental screening and oral health education program.*
1. **Identify the collaborating partner(s) and their role(s)**

The MOU must clearly state the parties involved, details of the program they are implementing, and their roles and responsibilities.

*Sample statements*

* *The [service provider] will provide screening services including oral health examination, fluoride application, oral hygiene instructions, and oral health education at XXXX school site for students.*
* *[service provider] will share the process of conducting dental services with school administrators who will, in turn, inform the respective school staff to coordinate the activities to facilitate students to receive dental services by classrooms.*
* *[Service provider] will provide the necessary consent forms, procedure-specific consent forms, and dental material/procedure information sheet to share with parents.*
* *[Service provider] will provide the screening/post-procedure report and information on next steps to share with parents.*
* *[Service provider] will be responsible to bring the necessary dental supplies and dental equipment needed to provide the identified dental services.*
* *[School-site] will coordinate with [service provider] for children to participate in receiving dental health services.*
* *[Service provider] will ensure confidentiality of all students and comply with HIPPA regulations.*
1. **Enlist terms and conditions**

The terms and conditions that the parties mutually concur upon should be specified. These may include and are not limited to communications, sustainability, policies governing confidentiality, compliance with federal/state/local regulations, conflict management, and program evaluation. The terms and conditions help partnering entities to clearly identify and state each entities’ level of commitment, assistance from partners on certain tasks and clarify expectations. The extent of elaboration of the terms and conditions in the MOU depends on the legal requirements of the participating entities. In certain instances, where the partnership may involve a public health agency that has an established guideline/procedure to develop an MOU it would be necessary to follow the guidelines in developing the terms and conditions.

1. **Identifying logistical requirements**

Some considerations to bear in mind when drafting the MOU is the incorporation of the logistical requirement necessary to provide the essential services and oral health education at the school sites. The service provider shall specify the preferred size of the room required, the necessary furniture, the duration the space is required for, the dates the services would be carried out, any additional storage space for short-term or long-term equipment storage, access to electrical outlets, access to telephones, identify water source, and correct method of waste collection/disposal.

*Sample statements*

*[School or Site] agrees to provide the following at no cost to [Service Provider] at the location where services are provided:*

* A well-ventilated well-lit room with access to an electrical power outlet, and a sink to accommodate students to receive dental health services.
* The school will provide the necessary furniture such as tables, chairs, and garbage bins for the screening.
* A lockable room to store dental equipment
1. **Identifying the required level of assistance**

The terms and conditions can also incorporate the level of assistance required from school staff to facilitate the provision of dental services.

*Sample statements*

* In preparation for dental services at the school, the school will identify the school staff (Teachers/school nurse) to hand out and gather the necessary consent/opt-out forms from parents by the date specified by the service providers.
* [service provider] will create and share a prepared schedule
1. **Care coordination**

The partners may identify the appropriate steps and extent to which assistance would be provided to help link students to a source of dental care.

*Sample statement*

* [Service provider] will provide the necessary referral information if the child has to be referred to another dental provider.
1. **Quality assurance and data collection**

Specifications of the data collection type and identification of personnel responsible for quality assurance can be incorporated in the terms and conditions.

*Sample statement*

* [Service provider] will provide a report of the number of students seen, the services provided for each student, and the screening results for each student at the conclusion of the screening.
1. **Indemnification**

Identification of the essential indemnity coverage depends on the partners collaborating and the services covered through the program.

*Sample statements*

* Each party will be responsible for their own indemnity and medical insurance.
* Indemnification by [service provider]. [Service provider] agrees to indemnify and defend [School] against and hold [School] harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death), except for liability resulting from the willful acts or gross negligence of [School], its employees, agents, invitees or business visitors to the fullest extent permitted by law.
1. **Timeline and termination**

The MOU must include important dates and a timeline for the program that the parties have agreed upon.

*Sample statements*

* This MOU shall be effective beginning xxxxxxxx 202xx through xxxxxxx, 20xx. Either party may terminate this Memorandum of Understanding in thirty (30) days of giving written notice of the intention to terminate the agreement.
1. **Signatures**

The MOU must capture the signatures of all parties to validate an agreement between all parties involved.