

**Memorandum of Agreement  
Between  
Children's Dental Services (CDS)  
And  
The Duluth Public School District  
Regarding  
School-Based Dental Clinics**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

**Terms of Agreement**

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
  - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
  - All utilities.
  - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
  - Rubbish removal (non-hazardous waste).
  - Custodial and housekeeping services.
  - Access to the internet and phones at each site.
  - Printing and inclusion of CDS parental consent form and other brochures in each school's annual "back to school" mailing.
  
2. CDS will provide the following at no cost to DSD:
  - Comprehensive school-based dental center services as defined in the consent form and in compliance with CDS policies.
  - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
  - Proper maintenance and disposal of hazardous waste.
  - Appropriate staffing for the dental care (with training and licensing as required by law).
  - Supervision of dental staff.
  - All billing responsibilities.
  - Dental malpractice insurance for all appropriate staff.
  - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

*WKS*

CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

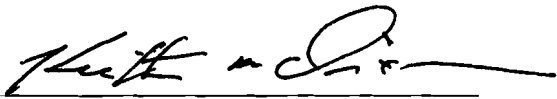
3. CDS agrees to add the following language to parent consent forms:  
“Duluth School District may give information about your child’s class schedule to Children’s Dental Services”.
4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from students who seek services at the children’s dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.
8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party. However, if an academic semester has commenced or is within sixty (60) days of commencing, such notice of termination shall not be effective until completion of said semester. Semester and end of year is defined by the high school calendar.
9. This agreement will commence on July 1, 2010 and expire on June 30, 2012.
10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

- 13. The laws of the State of Minnesota shall govern this Agreement.
- 14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
- 15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
- 16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
- 17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
- 18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

The Parties hereby cause this instrument to be executed by their duly authorized officers:

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 Sarah Wovcha, J.D., M.P.H.  
 Executive Director,  
 Children's Dental Services  
 636 Broadway Street NE  
 Minneapolis, MN 55413  
 (612) 746-1530 ext. 204

\_\_\_\_\_  
Date

  
 \_\_\_\_\_  
 Dr. Keith Dixon  
 Superintendent of Duluth Public Schools  
 ISD #709  
 215 N First Avenue East  
 Duluth, MN 55802  
 (218) 336-8752

7/28/10  
Date