

**MEMO OF UNDERSTANDING
BETWEEN
Northern Health Centers, Inc.
AND
Marinette County Public Health**

Marinette County Public Health and Northern Health Centers, Inc. intend by this agreement to set forth the mutual goals, objectives, and scope of the Seal a Smile preventive dental health project. The parties agree as follows:

I. DEFINITIONS

MCPH: Marinette County Public Health

NHC: Northern Health Centers, Inc., a Federally Qualified Health Center serving Langlade, Marinette, Oconto, Forest and Florence Counties.

SAS: Wisconsin Seal a Smile, a statewide sealant program that offers grants to local school-based programs targeting underserved children. These community efforts involve a variety of health care professionals including public health, school nurses, dentists, dental hygienists and dental assistants. A combination of volunteers and paid professionals organize SAS programs. Programs include dental examinations, topical fluoride varnish applications, sealants and retention checks.

Dental Hygiene Services: Shall be as defined in Wisconsin State Statute 447 Dental Examining Board. Dental Hygienist shall be an employee of NHC and dental hygiene services shall be delivered in accordance with 447.06 and as such dental hygiene services are provided for the school boards of Marinette County School Districts.

Public Health Services: Shall be defined in Wisconsin State Statute 253 Maternal and Child Health.

II. MUTUAL GOALS AND OBJECTIVES

1. Identify students who might be appropriate for SAS.
2. Deliver the SAS project.
3. Improve the overall oral health of students involved in the project.

III. IDENTIFIED PARTNERS

Identified partners in this project include the following:

- Marinette County School Districts, who will provide space within the school, assistance with coordination of the event at the schools including identifying students appropriate for SAS, obtaining the appropriate permissions and forms,

and, if possible, assistance with identifying potential parent or other volunteers to assist on the date of SAS service delivery at targeted schools.

- Marinette County Public Health Nurses, who will assist in SAS service delivery, clinic setup and documentation at targeted schools. MCPH nurses will also serve as advocates in offering school based services and linking people to services.
- NHC, which will provide the Registered Dental Hygienist/s who will deliver the school based care and project oversight.

IV. TARGET POPULATION

The target population will be all Marinette County Public School District second and sixth grade students and students in need of retention checks from prior year placements with an emphasis on those students who do not have access to dental care, are uninsured, and/or are covered by Wisconsin Medical Assistance or BadgerCare.

V. PROGRAM INFORMATION

1. As outlined in Seal a Smile Program Description Attachment A.

VI. FINANCING PLAN

Funding: NHC shall provide the funds required to deliver the program.

Staffing: Clinical staff shall be NHC and MCPH employees.

Billing: NHC will bill and collect for the preventive dental health services provided. NHC will compensate MCPH at a mutually agreeable reimbursement rate for public health nursing services provided. A portion of public health services will be provided "in kind".

VII. POLICIES AND PROCEDURES

While on site, NHC and MCPH agree to follow those policies, procedures, and administrative directives or other documents as specified by this agreement.

VIII. HIPAA COMPLIANCE AND CONFIDENTIALITY

HIPAA Compliance: MCPH and NHC shall be in compliance with all applicable aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification Section, Title II, Subtitle F, regarding standards for privacy and security of PHI (protected health information) as outlined in the Act.

NHC Requirements. Marinette County Public Health Nurses, as a business associate of NHC, must agree to appropriately safeguard any protected health information received from, or created or received by MCPH on behalf of NHC in accordance with NHC and MCPH policies and applicable state and federal laws.

A. Appropriate Uses and Disclosures of PHI. PHI may be used or disclosed by MCPH or NHC:

- for the proper management and administration of its business;
- for purposes of treatment, payment (if allowed by law), or healthcare operations;
- for the purpose of providing data aggregation services relating to the health care operations of MCPH or NHC ("data aggregation" means combining protected health information created or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
- for purposes set forth in MCPH or NHC policies or required by law.

MCPH and NHC will not use or further disclose the information other than as permitted or required by this Agreement, or as required by law. Any other use or disclosure of protected health information must be made pursuant to a properly executed Release of Information.

B. Subcontractors. MCPH will ensure that any agents, including any subcontractors, to whom it provides protected health information received from, or created or received by MCPH on behalf of NHC agrees to the same restrictions and conditions that apply to NHC with respect to such information.

D. Cooperation with the Secretary of Health and Human Services. MCPH will make its internal practices, books, and records relating to the use and disclosures of protected health information received from, or created or received by MCPH on behalf of NHC available to the Secretary of Health and Human Services, or its designee, for the purpose of determining MCPH's compliance with the Health Insurance Portability and Accountability Act of 1996.

E. Agreement Termination. At termination of this Agreement, MCPH will return all protected health information received from, or created or received by MCPH on behalf of NHC that MCPH still maintains in any form, and will retain no copies of such information. If such return is not feasible, MCPH must extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

F. Breaches of Confidentiality. If MCPH becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information, MCPH must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the NHC Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. NHC reserves the right to terminate this Agreement if it determines that MCPH has violated a material term of the Agreement.

X. NOTICE

Any notice substantially affecting the terms or conditions of this Agreement shall be directed to:

MCPH: Mary Rosner, Public Health Officer
NHC: Shelly White, Executive Director

XI. INDEMNIFICATION

The parties shall protect, defend, and indemnify one another, one another's Board members, officers, agents, volunteers, and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state, or local laws, ordinances, codes, rules and regulations, or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by either party, its officers, employees, agents, representatives, or subcontractors in connection with this Agreement. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to NHC and/or any representative of NHC as provided in statute or court decisions.

XII. TERMINATION

Termination Without Cause. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Termination Effective Immediately Upon Delivery of Notice. The above notwithstanding, either party may immediately terminate this agreement if upon reasonable investigation it concludes:

1. That the other party's Board of Directors, Executive Director, or other officer or employee has engaged in malfeasance;
2. That the other party lost its state licensing (if applicable);
3. That the other party lost its eligibility to receive state or federal funds;
4. That the other party cannot maintain fiscal solvency.

XIII. AUTHORITY TO SIGN

The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by said party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Marinette County Public Health

NHC





Public Health Officer

8-26-13
Date

Executive Director

8-26-13
Date

ATTACHMENT A

Seal A Smile Program Description

The Seal a Smile Program is a School Based dental sealant program. School-based dental sealant programs seek to assure that children receive a highly effective but underutilized dental prevention service through a proven community-based approach. School-based sealant programs are designed to maximize effectiveness by targeting high-risk children. High-risk children include vulnerable populations less likely to receive private dental care, such as children eligible for free or reduced-cost lunch programs. Children and their parents are made aware of dental sealants, their value and the availability of sealants through the school program. Once signed parental consent forms have been returned, children are evaluated for their sealant needs and dental professionals place the sealants. School-based sealant programs address the unmet dental care needs of the children seen and assure quality of care by providing follow-up evaluation and repair of the sealants placed through the program.

When assessing the need for sealants, examiners in school-based sealant programs identify children with treatment needs, such as untreated decay, and notify parents and school nurses if applicable.