



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: April 30, 2019

Originating Department: Klamath County Public Health

Issue: In the matter of approving a Memorandum of Understanding (MOU) between Medical Teams International and Klamath County Public Health. - Jennifer Little, Public Health

Background: Klamath County Public Health is seeking board approval to sign a Memorandum of Understanding with Medical Teams International (MTI). MTI provides a mobile dental program, which allows the Klamath Basin Oral Health Coalition to host free dental clinic days. As a part of the oral health coalition and Title V funding, KCPH helps with planning, logistics, and finding volunteers for the free dental clinics. The MOU is a statement of terms of a cooperative relationship to successfully provide urgent dental care to qualified patients. Parties acknowledge that effective date is prior to signature.

Fiscal Impact: None

Recommended Motion: Move to approve the Memorandum of Understanding (MOU) between Medical Teams International and Klamath County Public Health. No fiscal Impact. Authorize Department Head to sign.

DONE AND DATED this _____ day of _____ .

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied



Memorandum of Understanding

Start date	End date
1/1/2019	12/31/2019

Between:
Medical Teams International
 PO Box 10
 Portland OR 97207-0010
 503-624-1205 or 1-800-959-4325

And:
Klamath County Public Health
 3315 Vandenburg Road
 Klamath Falls, OR. 97603
 541-885-6753

The mission of Medical Teams International’s (MTI) mobile dental program is to provide free urgent dental care to individuals whose incomes are less than 200% of the Federal Poverty Level and who have no dental insurance, no funds, or reasonable access to care.

All mobile dental van visits are dependent on the availability of volunteer dentists and dental professionals. This Memorandum of Understanding is not to be construed as a binding contract but rather a statement of the terms of a cooperative relationship to successfully provide urgent dental care to qualified patients. The parties agree that the relationship between them shall be that of independent contractors and not that of partners, joint adventurers, or principal and agent. The employees of one party shall not be deemed employees or agents of the other party.

It is UNDERSTOOD that **Medical Teams International** will:

- Confirm that all volunteer dental professionals are appropriately licensed.
- Maintain appropriate liability insurance for MTI and provide proof of MTI’s liability insurance if requested.
- Provide urgent care dental services independent of **Klamath County Public Health**. This may include, but is not limited to: physical exams, x-rays, cleaning, fluoride treatment, sealants, fillings, extractions, oral hygiene instruction, and other clinically indicated procedures.
- Make every effort to comply with State and Federal regulations regarding the security and confidentiality of patient health care information.
- Medical Teams’ Program Coordinator: **Kevin Abbe** o Phone number: **(541) 430-2310** email: **kabbe@medicalteams.org**

It is UNDERSTOOD that **Klamath County Public Health** will:

- Provide a manager who will be responsible for all communication with MTI’s dental clinic manager and program coordinator, will fulfill all clinic partner guidelines and responsibilities, and be on site the day of the clinic. **Klamath County Public Health** manager is **Erin Schulten**
- Follow MTI’s scheduling and patient screening guidelines including the use of MTI’s forms and provide interpreters when needed.
- If **Klamath County Public Health** is recruiting dental volunteers, all application documents must be received by Medical Teams no later than two weeks prior to the clinic.
- If needed retain and maintain all patient records in a secure, on-site location, in compliance with state laws for a minimum of seven (7) years.
- Provide a safe working environment during the clinic including sufficient staffing and security until all MTI staff and volunteers depart from the premises.
- 240v shore power is available. Yes No No, but we are willing to explore adding shore power.

- If possible, communicate with Medical Teams' Program Coordinator no later than one week before the clinic if it needs to be canceled or rescheduled.

Based on the availability of appropriate volunteer dental professionals, **Klamath County Public Health** has the capacity to sponsor dental clinics and would like to request that MTI provide 2 dental clinics during the term of this understanding.

Klamath County Public Health will pay MTI a dental clinic site fee of **\$0** per clinic. Medical Teams International will provide a monthly billing invoice. Payment is due within 30 days of invoice date.

Klamath County Public Health recognizes that there may be unforeseen circumstances such as van breakdowns, inclement weather, or other force majeure events that may arise and may affect MTI's ability to completely meet the anticipated number of clinics requested in this understanding. In the event of unforeseen circumstances, MTI will contact the site partner immediately. In the event of a clinic cancellation, MTI will make every effort to provide a clinic at the earliest mutually agreed upon date.

Prevention of Sexual Exploitation and Abuse (PSEA)

Medical Teams International is committed to the protection of vulnerable populations, including from sexual exploitation and abuse. By entering into an agreement with Medical Teams International, the Cooperating Partner undertakes to adhere to the Protection from Sexual Exploitation and Abuse (PSEA) policy and guidelines adopted by Medical Teams International. The Cooperating Partner shall ensure that its personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by the Cooperating Partner to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

Each party shall fully indemnify, defend, and hold harmless the other party and its directors, officers, employees, shareholders, partners, agents, and affiliates, against all claims, liability, and expenses arising from: (a) any breach of any representation or warranty contained in this agreement; (b) any breach or violation of any covenant or other obligation under this agreement or applicable law; (c) any third party claim or proceeding brought against one party [based on product liability, infringement, use of goods or services, or personal injury or death]; (d) any claim or proceeding brought by any governmental agency; (e) any claim alleging [grossly] negligent act or omission or willful conduct of the other party or its directors, officers, employees, shareholders, partners, agents, or affiliates; (f) any claim arising from specified covered claim(s).

Each party's indemnification obligations are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party of any claim in writing; (b) cooperating with the indemnifying party in the defense of any claim; and (c) granting the indemnifying party sole control of the defense or settlement of the claim. The parties shall not be entitled to indemnification if the claim is based on or results in any material part from the negligence or unlawful or wrongful acts of the party seeking indemnification.

The Parties agree that they will not, during the term of this Agreement, form any relationship that results in a Conflict of Interest. Such Conflict of Interest includes, without limitation, any relationship which may affect or which may reasonably appear to affect a Party's objectivity or ability to perform the work anticipated under this Agreement. Each party shall notify the other within two (2) business days of any potential conflict of interest arising from the provision of services to any other organization, government entity, or corporation through the term of this Agreement.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

Disputes which remain unresolved after thirty (30) days will be referred to a mediator selected by the American Arbitration Association. Any such arbitration will be conducted in Portland, Oregon, United States. All costs of arbitration will be borne equally by the Parties. The Parties agree that any decision rendered pursuant to such rules shall be binding upon the Parties and may be entered as a final judgment in any court of competent jurisdiction.

ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own costs and related expenses.

This Memorandum of Understanding may be modified at any time with the written consent of both parties, and may be terminated by either party, at its sole discretion, upon 30 days advance written notice to the other party.

Medical Teams International:

Klamath County Public Health:

Authorized Representative

Date

Authorized Representative

Date