

MEMORANDUM OF UNDERSTANDING

BETWEEN

BOARD OF TRUSTEES (“the Board”)

AND

HOSPITAL AND HEALTH SERVICE (“the HHS”)

**IN RESPECT OF OCCUPATION OF
SCHOOL DENTAL CLINICS**

Background

- A The Ministers of Education and Health in September 1998 agreed to terms and conditions for the use, by the HHS, of dental clinics on school premises.
- B The Secretary for Education has, by variation to the Property Occupancy Document pursuant to section 70 of the Education Act 1989, as notified in the New Zealand Gazette, required boards of trustees to enter into this Memorandum of Understanding with the HHS.
- C The Board and the HHS will, so far as it is reasonable, comply with this Memorandum on an ongoing basis, and will use their best endeavours to obtain all necessary funding and authorities to undertake their respective obligations.
- D The Board and the HHS have entered into this Memorandum for the better understanding of the access, occupancy, use and upkeep of the dental clinic on the school premises occupied by the Board.

The Board and the HHS understand as follows:

1. Term of Memorandum

- 1.1 Except as may be decided on a national basis by the Ministers of Education and Health, this Memorandum shall apply until a change to the terms and conditions for the use of dental clinics by the HHS is agreed to by the Board and the HHS.
- 1.2 If the Board requires the use of the land on which the dental clinic sits for school purposes, this Memorandum may be terminated on 1 year's written notice from the Board to the HHS.
- 1.3 If the HHS no longer requires use of the clinic, this Memorandum may be terminated on 6 months written notice from the HHS to the Board.

2. Obligations of the Board

- 2.1 The Board will, at its own cost in respect of the dental clinic on the school premises, do the following:
 - a Undertake all deferred maintenance referred to in Schedule A by 30 June 2000, or an alternative date as agreed by the Board and the HHS;
 - b Undertake minor works to ensure compliance with health and safety standards referred to in Schedule B1 by 30 June 2000 or an alternative date as agreed to by the Board and the HHS;

- c Ensure any minor capital work such as structural alterations to the dental clinic involving the electrical supply or plumbing comply with health and safety standards referred to in Schedule B2, by 30 June 2000 or an alternative date as agreed to by the Board and the HHS;
- d Undertake routine annual maintenance on ongoing basis, including but not restricted to work referred to in Schedule C;
- e Include the dental clinic in all charges required to be paid by the Board in accordance with the Rating Powers Act 1988 or any other charge levied by the appropriate authority;
- f Keep the dental clinic secure from access of pupils and other unauthorised persons;
- g Permit any authorised person of the HHS unrestricted access to the dental clinic whether or not it received prior notice;
- h Empty the dental clinic of all educational furniture, equipment, books and any other material which may be stored in the dental clinic, unless otherwise agreed by the Board and the HHS;
- i Not use the dental clinic for the storage of any educational furniture, equipment, books, or other material, unless otherwise agreed by the Board and the HHS;
- j Clean the outside of the dental clinic on a regular basis.

3. Obligations of the HHS

- 3.1 The HHS, at its own cost in respect of the dental clinic on the school premises, will:
- a Use the dental clinic only for the purpose of providing dental or other HHS health services for the students at that school or any other students or persons as may be advised to the Board by the HHS;
 - b Access the dental clinic only during core school days or other days as may be agreed between the Board and the HHS;
 - c Insure any equipment or other materials owned by the HHS stored in the dental clinic;
 - d Meet all operating costs associated with dental clinic facilities such as cleaning, telephone charges and heat, laundry, light and water, and the replacement of dental furniture or equipment.

4. General

- 4.1 Apart from the respective obligations of the Board and the HHS, no other consideration shall be required or levied in respect of the dental clinic by either the Board or the HHS.
- 4.2 Any dispute that arises between the Board and the HHS in respect of the dental clinic shall be resolved by the Board and the HHS. If they fail to resolve the dispute then

the matter must be referred to the Ministry of Education and Ministry of Health. The Board and the HHS will comply with the direction of both Ministries.

5. No legal relations

- 5.1 Except as provided in clause 5.2, although this Memorandum imposes obligations and provides benefits on both the Board and the HHS, this Memorandum has no legal effect.
- 5.2 The Board acknowledges that it is bound by the Notice issued under section 70 of the Education Act 1989 and notified in the *New Zealand Gazette* requiring the Board to enter into this Memorandum.

This Memorandum was signed by the Board and the HHS on

_____ **1999**

SIGNED for and on behalf of the _____ Board of
trustees

By:

Chair

Principal

SIGNED for and on behalf of _____ Hospital and
Health _____
Service

By:

Schedule A - deferred maintenance for dental clinics includes:

Any outstanding deferred maintenance requirements established within the terms of the Property Occupancy document between the Board and the Ministry of Education 1990.

These include:

- external painting
- internal painting
- floor covering
- structural repair

Schedule B - compliance with health and safety standards and electrical standards

Electrical installations, hot water supply, and plumbing generally are required to comply with the relevant standards.

Electrical installations:

- 1 General electrical installation maintenance is required to ensure standards are met. This includes:
 - adequate switchboards
 - circuit breakers instead of fuses
 - bonded earthing on stainless steel benches.
- 2 Any alterations to the dental clinic involving the electrical supply will require the installation to comply with ECP 12. Under ECP 12, dental clinics are regarded as “patient treatment areas” as there is potential for an electrical connection to a patient as part of the dental service. Circuits should, therefore, be “body protected”; that is, be equipped with Residual Current Devices (RCDs). This includes electrical installations and wall outlets (also known as General Purpose Outlets, GPOs) where these supply additional dental equipment which comes into contact with patients.

Hot water supply

Hot water supplies exceeding 40oC are dangerous and must be modified by June 2000. The maximum hot water temperature for early childhood centres is 40oC (Approved Document G12 Water Supplies G12/AS1). As there is hot water provided to sanitary fixtures and sanitary appliances, used for personal hygiene, it shall be delivered at a temperature which avoids the likelihood of scalding.

Acts, regulations and codes of practice concerning hot water supplies:

- The Building Act and building code (Clause G12.3.4 of the Building Code)
- Building Industry Authority and Water Supplies - Acceptable Solution G 12/AS1

Plumbing

Backflow preventers

Adequate ventilation

Schedule C - ongoing maintenance

Annual and refurbishment maintenance requirements, based on the Ministry of Education required ten year Property Plan to cover the following items:

- exterior painting
- interior painting
- structural repair
- building fittings and fixtures (including lights, toilet, drains, hot water cylinder and windows).