

**AGREEMENT BETWEEN
CORONA NORCO UNIFIED SCHOOL DISTRICT
AND
GERISMILES MOBILE DENTAL HYGIENE PRACTICE, INC.
FOR
MEDICAL/DENTAL COORDINATION SERVICES**

This Agreement is made and entered into this 14th day of July 2021, in the State of California, by and between the Corona Norco Unified School District, the “District”, GeriSmiles Mobile Dental Hygiene Practice, Inc., “Consultant”, collectively the “Parties”.

RECITALS

WHEREAS, CONSULTANT is a corporation, organized and existing under the laws of the State of California. CONSULTANT operates a dental practice in the Corona Norco metropolitan area, which provide comprehensive primary care, dental care, and/or specialty care; and

WHEREAS, in order to better serve the needs of students in its enrollment area, the District wishes to coordinate with CONSULTANT to increase access to healthcare services to the students and families in various opportunities that may be identified from time-to-time, including, but not limited to, school-based dental care and preventative services for infants, toddlers, preschoolers, pregnant teenagers, teenage parents, elementary schools, middle schools, high schools and family resource centers.

WHEREAS, to better coordinate the delivery of dental care and preventative services by CONSULTANT to District students and family members, CONSULTANT will perform the Services herein at the Corona Norco Unified School District sites and family resource centers.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DESCRIPTION OF SERVICES (“Services”)

A. CONSULTANT agrees to:

1. Provide on-campus dental care and preventative care Services to District Students and family members as coordinated and mutually agreed upon between the Parties. The dental care provided by CONSULTANT’s Providers will be within community accepted standards of care and within the scope of services of established state and federal laws. Appropriate parental consent will be obtained for all Services rendered.

2. Provide an internal liaison that will collaborate closely with the appropriate personnel at the District to ensure timely coordination of care.
3. Assist families to apply for public programs and assistance offered by the federal or state government. These programs may include Healthy Families, Medi-Cal/Denti-Cal, CHDP or others as available.

B. District agrees to:

1. Work with CONSULTANT staff in the coordination of school-based health functions as they develop through collaborative efforts. This will include bi-monthly or more frequent meetings as determined in relationship to the upcoming projects to plan and evaluate activities for purpose of ongoing improvement.
2. Provide adequate space, phone access, WIFI internet, copier, printer and computer as needed to CONSULTANT while performing Services on-site pursuant to this Agreement.
3. Obtain Parent/Guardian consent prior to CONSULTANT commencing any Services pursuant to this Agreement.

II. COMPENSATION

- A. Neither Party to this Agreement shall be responsible for monetary compensation being paid to the other. CONSULTANT will receive compensation due, if any, via reimbursement health insurance of patients.
- B. District shall not be liable to CONSULTANT, or any third party, for any costs or expenses paid or incurred by CONSULTANT in performing Services for District.

III. TERM AND TERMINATION

- A. The term of the Agreement will commence on July 14, 2021, through and including, June 30, 2024. This Agreement may be renewed upon mutual written consent of the Parties. The Parties will meet no later than forty-five (45) days prior to the termination date to address the conditions of the renewal, if applicable.
- B. All Services shall be performed by CONSULTANT in a manner consistent with the orderly progress and sequence of the work leading to a satisfactory completion. All Services and materials must be rendered and received by the District by the end of the term.
- C. Time is of the essence with respect to all provisions of this Agreement.
- D. This Agreement may be terminated by District or CONSULTANT, with or without cause, upon thirty (60) days written notice to CONSULTANT. In the event of a termination, the CONSULTANT shall pay the District for all expenses incurred under this Agreement supported by documentary evidence up until the date of the notice of termination.
- E. CONSULTANT shall not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this Article. The rights and remedies of District

provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

- F. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the project which is the subject of the CONSULTANT's Scope of Services has been completed, and not before. Compliance with the Government Claims Act is required prior to the initiation of a lawsuit against the District. (Government Code Section 900, *et seq.*)

IV. STAFFING

CONSULTANT, CONSULTANT's employees and/or CONSULTANT's agents providing Services pursuant to this Agreement shall:

- A. Be qualified to render services pursuant to this Agreement. Any employee and/or agent who is providing medical or dental care shall be a licensed medical/dental practitioner, as defined by the State of California, and shall provide care in a manner that is consistent with the standards of the profession.

V. REGULATIONS

- A. CONSULTANT shall abide by all applicable federal, state, and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.
- B. CONSULTANT shall be subject to the rules, regulations and policies of District, including recognizing the confidential nature of information regarding pupils and their records.
- C. CONSULTANT agrees not to use or further disclose any protected health information, as defined in 42 CFR Part 164, or individual health information as defined in 42 CFR Part 142, collectively "PHI", concerning a student unless permitted by this Agreement and applicable federal and state privacy and security laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, CONSULTANT will implement appropriate safeguards to prevent the use and disclosure of a student's PHI beyond the scope of what is provided for by this Agreement and permitted under the law.
- D. CONSULTANT agrees not to disclose any student information in a manner which would violate the Family Educational Rights and Privacy Act (FERPA) and/or HIPAA. In addition, CONSULTANT will implement appropriate safeguards to prevent the use and disclosure of a student's educational records beyond the scope of what is provided for by this Agreement and permitted under the law.
- E. In the interest of public health, the District is proud to provide a healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and

vehicles, and on any property owned, leased or contracted for by the District. Smoking or the use of any tobacco products are prohibited in and around District students by CONSULTANT at all times.

- F. CONSULTANT, and CONSULTANT's staff, shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).

VI. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

CONSULTANT makes the following certifications, representations, and warranties for the benefit of the District and CONSULTANT acknowledges and agrees that the District, in deciding to engage CONSULTANT pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of CONSULTANT's engagement hereunder:

- A. CONSULTANT is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.
- B. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.
- C. CONSULTANT shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the Services required under this Agreement. Any person in the employ of the CONSULTANT, or an agent thereof, whom District, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.
- D. CONSULTANT, and CONSULTANT's staff, shall at all times follow the instructions and directions of District staff during a school campus emergency or during a school campus emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time, it becomes necessary for the CONSULTANT to request emergency services while on District property, such services shall be requested by calling 9-1-1. CONSULTANT shall immediately notify the site administrator that 9- 1-1 emergency services have been requested.

VII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed to by both Parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of the District. CONSULTANT employees shall under no circumstance be considered or held to be employees of District and District shall have no obligation to provide any benefits including Workers' Compensation or Unemployment Insurance coverage for or on behalf of such employees.

VIII. CHILD ABUSE REPORTING

CONSULTANT shall establish a procedure acceptable to District to ensure that all employees performing services under this Agreement report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.

IX. FINGERPRINTING / BACKGROUND CHECK

CONSULTANT shall provide a written statement, in the form and with the content similar to Exhibit “A”, that CONSULTANT has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

X. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by the Agreement shall be addressed as follows:

CONSULTANT: GeriSmiles Mobile Dental Hygiene Practice,
Inc. RDHAP

District:

Corona Norco Unified School District

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable, **except invoices and other financial documents, which shall be addressed as indicated under the Section above entitled Compensation.**

XI. HOLD HARMLESS

CONSULTANT shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, intentional acts, omissions or misconduct of CONSULTANT its officers, agents, or students.

District shall defend, indemnify and hold CONSULTANT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

XII. INSURANCE

Without limiting or diminishing the Parties' obligation to indemnify or hold the other party harmless, each party shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

- A. General Liability, Employer's Liability, Professional Liability and Automobile Liability Insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) three million dollars (\$3,000,000) in the aggregate; Employer's Liability insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate; Professional Liability insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate; and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate.
- B. Workers' Compensation, as required under California State law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of District and CONSULTANT against other insurable risks relating to performance of this Agreement.
- D. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of either Party.

- E. Additional insured endorsements are required for general, property damage, sexual abuse and automobile liability policy coverage. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the other Party, its officers, agents, or employees. Each Party, upon the execution of this Agreement, shall furnish the other Party with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.

XIII. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the CONSULTANT believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

CONSULTANT agrees to inform District of all of the CONSULTANT's interests, if any, which are or which the CONSULTANT believes to be, incompatible with any interests of District.

XIV. ASSIGNMENT

CONSULTANT shall not assign the whole or any part of this Agreement without the written consent of the District.

XV. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or CONSULTANT.

XVI. NON-WAIVER

The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

XVII. AUTHORITY

The individuals executing this Agreement on behalf of the parties each represent and warrant that they have the legal power, right and actual authority to bind the parties to the terms and conditions hereof.

XVIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.

XIX. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supercedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties.

Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

XX. COUNTERPARTS

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

XXI. SURVIVAL

Articles III, V, VI, X, XI, XVIII, and this Article XXI shall survive termination or expiration of this Agreement.

[Signatures provided on following page]

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this Agreement.

**GERISMITES MOBILE DENTAL
HYGIENE PRACTICE, INC.**

**CORONA NORCO UNIFIED SCHOOL
DISTRICT**

Geri Smiles Dental Hygiene Practice

Asst. Superintendent Business Services

Date

Date

Exhibit “A”

CONSULTANT Fingerprinting Requirements

With respect to the Agreement dated July 14, 2021, by and between the Corona Norco Unified School District (“District”), GeriSmiles, Inc. (“CONSULTANT”) for dental services, CONSULTANT hereby certifies to the governing board that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Names to be Included:

GeriSmiles Dental Hygiene Practice

Date