MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "School") and \_\_\_\_\_FQHC NAME HERE\_\_\_\_ (hereinafter referred to as "Provider") for the purpose of providing needed dental services to students (hereinafter referred to as the "Program").

WHEREAS, it is the intention of the parties to participate in the Program for the purpose of providing students (hereinafter referred to as "Students") with the opportunity to receive needed Dental Services (as defined below) provided by Provider and/or their community partners at \_\_LIST SCHOOLS HERE\_\_\_

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. DEFINITION OF DENTAL SERVICES
2. For purposes of this MOU Dental Services means an oral screening assessment, fluoride varnish application, dental sealants to Students with identified need, referral recommendations and quality assurance checks.

II. MOU SCOPE

A. This MOU forms the basis of mutual understanding and respective responsibilities between the School and the Provider for providing needed Dental Services to Students.

B. School agrees:

1. To the extent School is able, provide Students with a safe setting to receive Dental Services. School shall provide sufficient oversight of the Program to ensure that it meets the needs of Students.

2. To provide a mutually acceptable place to set up portable equipment to provide Students with needed dental services. The set-up area shall include the proper type and number of outlets for electrical hook-ups; access to running potable water, including hot water, which is close to the setup area, and easy entry to transport equipment and supplies to the setup area.

3. To comply with all applicable laws relating to nondiscrimination.

4. Provide a school liaison to facilitate communication, scheduling, coordination and facility assistance.

C. Provider agrees:

1. To ensure parents are informed and consent to the proposed treatment plan for the provision of Dental Services and the protection of PHI as delineated in the HIPAA disclosure.

2. To provide or arrange for all Students who provide written consent of their parent or guardian with the opportunity to receive needed Dental Services.

3 To provide Dental Services to all Students regardless of insurance status.

4. To inform the School in writing of any limitations in the Dental Services the Provider is authorized to provide.

5. To provide Student’s parent and the school with an information sheet within 48 hours after each Student's dental visit to include:

a. A list of completed dental procedures;

b. A list of any unmet treatment needs; and

c. Referral information, including contact information for a dentist or clinic for any unmet dental health needs.

6. To provide School with an electronic report at the conclusion of Provider visit (when all consented children have completed treatment) to include:

a. Number of Students returning signed permission slips;

b. Number of Students screened for dental health problems;

c. Number of Students receiving any Dental Services;

d. A list of Dental Services that were provided and how many times each service was provided;

e. Number of students that received each service; and

f. Insurance status of each Student screened and/or receiving services.

7. To comply with all applicable laws relating to nondiscrimination.

III. TERM OF MOU

A. This MOU may be terminated by School or Provider at any time by giving at least seven (7) days advanced written notice.

B. This MOU shall be effective from February 1, 2017 to September 1, 2017.

C. This MOU may be modified at any time by written consent of all parties.

D. This MOU constitutes the entire agreement between the parties. There is no express or implied agreement except as stated in this MOU.

E. All provisions of this MOU are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

IV. CONFIDENTIALITY

The parties agree to maintain the confidentiality of all Student dental records and patient information in accordance with all applicable State and Federal laws and regulations.

V. INSURANCE AND LIABILITY

A. Insurance: With respect to the performance of work under this MOU, Provider and CAP shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(i) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the School.”

(ii) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent contractor’s liability, and personal injury liability.

(iii) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

1. Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) School, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU.

(2) The insurance provided herein is primary coverage to School with respect to any insurance or self-insurance programs maintained by School and no insurance held or owned by School shall be called upon to contribute to a loss.

(3) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to School.

(v) Documentation: The following documentation shall be submitted to the School:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this MOU.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this MOU.

(3) Upon School’s written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of School’s request.

C. Provider shall defend with counsel acceptable to the School, indemnify and hold harmless to the full extent permitted by law, the School and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney’s fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Provider’s performance of this MOU, its failure to comply with any of its obligations contained in this MOU, or Provider’s negligence or willful misconduct, including sexual misconduct, which arises out of the performance of this MOU, except such Liability caused by the sole negligence, active negligence, or willful misconduct of the School. Such indemnification shall extend to all claims, demands, or liabilities occurring after the term of this MOU has expired as well as during the term of this MOU.

D. Provider's insurance obligations set forth in section A of section V are independent of Provider's indemnification and other obligations under this MOU and shall not be construed or interpreted in any way to restrict, limit or modify Provider's indemnification or other obligations or to limit Provider's liability under this MOU.

VI. INDEPENDENT CONTRACTOR

1. Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School. Provider specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent contractor and waives any right to claim that it is an employee of School under the common law agency test, the economic realities test or any other legal test.

VII. EMPLOYMENT PROVISIONS

The parties agree all persons performing services under this MOU shall comply with all applicable laws and policies of:

A. Screening in accordance with Education Code Section 45125 in that the Department of Justice has ascertained that the person has not been convicted of a felony.

B. Compliance with the District policies that relate to Sexual Harassment, Child Abuse Reporting, Non-Discrimination, Hazing, and technology use.

C. Compliance with Title VI of the Civil Rights Act of 1965 (42 U. S. C.2000d through 2000d4 prohibiting race discrimination), Title IX of the Education Amendments of 1972 (20 U.S.C.794 prohibiting handicap discrimination), the Age Discrimination Act (42 U.S.C. 6101 et seq. prohibiting age discrimination) and the federal regulations adopted to implement these acts.

VIII. ASSIGNMENT

The obligations of the Provider pursuant to this MOU shall be performed solely by Provider and shall not be assigned or transferred to any third party or employee/agent of Provider without the School’s prior written consent.

IX. COMPLIANCE WITH APPLICABLE LAWS

Compliance with Applicable Laws. Provider agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to the services provided under this MOU.

X. PERMITS/LICENSES

Provider shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

XI. ENTIRE MOU/AMENDMENT

This MOU and any attachments constitute the entire MOU among the parties to it and supersede any prior or contemporaneous understanding or MOU with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the MOU terms conflict with any amendments attached hereto, this MOU shall govern.

XII. GOVERNING LAW

The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

*Signatures on next page*

\_\_\_\_\_\_\_\_\_ School District FQHC NAME

By: By:

Name: Name:

Title: District Superintendent Title: Chief Executive Officer

Address: Address:

City, CA Zip code

Email: Email:

Telephone: Telephone:

Fax: Fax:

Date: Date:

## PENDING APPROVAL BY \_\_\_\_\_\_\_\_\_\_\_ SCHOOL DISTRICT GOVERNING BOARD