

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is executed by and between **Perris Union High School** (hereinafter referred to as “School District”) and **Smile Premier a Dental Hygiene Practice** (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” or “Participants”) with the opportunity to receive needed dental services provided by Provider and/or their community partners.

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

- I. Scope of Agreement
 - A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing needed dental hygiene services to students.
 - B. This Agreement will be for a period of one year, with review for continuation of the Program at a one year period. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
 - C. School District agrees:
 1. To the extent School District is able, provide Students with a safe setting to receive dental care. School District 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 or park a mobile facility to provide students with needed dental care.
 3. To provide access to toilet facilities and potable water.
 4. To comply with all applicable laws relating to nondiscrimination.
 - D. Provider Agrees:
 1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive needed dental care. Provider will retain all written consents related to the Program for a term of four (4) years from the date the consent is executed. A new consent form will be required for each Student in the Program for each academic year they participate in the Program.
 2. To ensure parents are informed in writing and consent to the proposed treatment plan.

3. To provide or arrange for the provision of necessary preventive dental services, including preventive, diagnostic and restorative care, to all students with identified need.
4. To provide needed care to uninsured children, at a ratio of five insured to one uninsured per visit.
5. To inform the School District in writing of any limitations in the services the Provider is able to provide.
6. To provide School District with an electronic report at the conclusion of Provider visit or at least monthly, whichever is sooner. The electronic report will be de-identified and will not share protected health information about any Student or the Services they receive. The electronic report shall include:
 - a. Number of Students returning signed permission slips
 - b. Number of Students screened for oral health problems
 - c. Number of Students receiving any services
 - d. Number of Students that received each service
 - e. Insurance status of each Student screened and/or receiving services
7. To provide School District a report that will validate contractual agreements have been met.
8. To comply with all applicable laws relating to nondiscrimination.
9. To comply with all applicable laws relating to the privacy and protection of Student health information, including but not limited to compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
10. Provider shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Provider, its agents, representatives, employees or partners. Provider shall also require all of its community partners to procure and maintain the same insurance for the duration of the MOU.

II. Term of Agreement

- A. This Agreement may be terminated by School District or Provider at any time by giving at least thirty (30) days written notice.
- B. This Agreement shall be effective from 01/18/2024 to 01/17/2025.
- C. This Agreement may be modified at any time by written consent of both Parties.
- D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.

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

III. Insurance and Liability

- A. School District agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees or other agents of Provider, and damage to property including property of School District, caused by the negligent acts or omissions of School District in the performance of the Agreement. School District's duty to indemnify Provider under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Provider's negligence or willful misconduct.
- B. Provider agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of School District, and damage to property including property of Provider, caused by the negligent acts or omissions of Provider in the performance of the Agreement. Provider's duty to indemnify School District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from School District's negligence or willful misconduct.

In addition, Provider agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for disclosure of protected health information as that term is defined by HIPAA for any Student in the Program.

IV. Independent Contractor

Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School District. 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 rights to claim that it is an employee of School District under the common law agency test, the economic realities test, or any other legal test.

V. Fingerprinting

This Agreement is subject to the provisions of Education Code Section 44125.1. Provider's employees are required to submit fingerprints to the Department of Justice (DOJ) where an employee may come into contact with students at any site. Provider shall not permit an employee to come in contact with students until the DOJ has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Provider shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2.

SCHOOL DISTRICT OFFICIAL

PROVIDER

By: _____

Purchasing Business Services
Perris Union High School District

Date: _____

By: _____

Elizabeth Brutus RDHAP
Clinical Director/Owner
Smile Premier

Date: _____