



MEMORANDUM OF UNDERSTANDING

The mission of Elliot Paul Schlang DDS, Professional Corporation ("Big Smiles California") is to improve the quality of children's lives by providing comprehensive dental services to children often left without care. With a signed permission form, Big Smiles California can provide a dental exam, cleaning, fluoride treatment, x-rays and sealants, where applicable. In addition, services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered.

The purpose of this memorandum is to establish an understanding between:

Big Smiles California

And

Sylvan Union School District

Big Smiles California agrees:

- At a date to be mutually agreed upon, to provide comprehensive dental services, including: exams, cleanings, fluoride treatments, as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian consent.
- All children ages 18 months -18 years are eligible.
- Each site will be served by our licensed California dentist(s) and/or hygienist(s).
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. If financial assistance is needed, then insurance co-pays and deductibles will be covered. For those without insurance, self-pay options are available.
- All children will be given a "report card" for their parents' review. Copies of x-rays are available to the family and dental offices.

Sylvan Union School District agrees to:

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other times upon request, as well as to collect the Permission Forms from the students in advance of the dental visit, and to send the completed Permission Forms to Big Smiles California as far in advance of the

dental visit as reasonably possible.

- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Big Smiles California to set up its "dental office".
- Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be rescheduled or cancelled.

Other Terms and Conditions:

- This agreement is non-financial in nature. It shall run for a period of one year, to be renewed automatically on an annual basis, unless notified by either party in writing with 30 days notice.
- The parties acknowledge that the District is a public health program created or administered by federal, state, or local law, as described in CA Bus & Prof Code Section 1911.
- Insurance: Provider will secure and maintain a Commercial General Liability Policy, including coverage for contractual liability, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider's expense.
- Indemnification: Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
- Compliance with Law and District Policy: The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services, including Dental Team background check requirements, before the beginning of each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

Elliot Paul Schlang DDS, Professional Corporation
3201 Wilshire Blvd.
Suite 110
Santa Monica, CA 90403

By: _____
Signature

Print Name

Title

Sylvan Union School District
605 Sylvan Ave
Modesto, CA 95350

By: _____
Signature

Print Name

Title

Date: _____

Date: _____