

**MEMORANDUM OF UNDERSTANDING
VIRTUAL DENTAL HOME SYSTEM OF CARE**

This Memorandum of Understanding (MOU) is entered into effect 7/01/2019 by and between Bassett Unified School District Child Development Program "**BUSD CD**", and East Valley Community Health Center, "**EVCHC**" ("jointly, the "Parties").

I. PURPOSE OF MOU

The purpose of this MOU is to define the roles and responsibilities of **EVCHC** the entity that will provide dental services and will coordinate the **Virtual Dental Home System of Care** for the patients/students of **BUSD CD**.

II. DESCRIPTION OF PROJECT

The Virtual Dental Home (VDH) is system of care designed to provide onsite care to patients through a Registered Dental Hygienist who will provide care at **BUSD CD** sites and collaborate with dentists from **EVCHC** using tele-dentistry technology. The VDH system is further described in Appendix A. Some of the work of this system will take place at **BUSD CD**.

III. RESPONSIBILITIES OF THE PARTIES

The Parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

IV. INDEPENDENT STATUS

This MOU is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association involving **BUSD CD** and the **EVCHC**.

V. PATIENT CARE RESPONSIBILITY

It is agreed that **EVCHC** shall exclusively be responsible and hold itself out as responsible for the dental care of the patients.

VI. GENERAL TERMS

Collaboration: All parties agree to make every effort to work collaboratively towards the goal of the project. Should a dispute arise, parties will agree to meet and confer in an attempt to resolve such dispute. This memorandum may be modified by mutual consent of both parties. Either party may give 30 days prior written notice of its intention to terminate this agreement for any reason or cause whatsoever and at any time. Either party, may immediately terminate this agreement with cause and without notice in the event of the other party's default of performance of any term or covenant required as specified herein.

Any dispute arising from the performance of functions described in this MOU or otherwise related to its terms shall be resolved by binding arbitration in Los Angeles, California pursuant to California Code of Civil Procedure section 1280 *et. seq.*, with each side to bear its own costs and attorney's fees. This Agreement

and its exhibits are the complete and exclusive agreement between the Parties. This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.

Notifications: BUSD CD will notify EVCHC if there is a change in operations or structure that would affect the Virtual Dental Home system.

Annual Agreement Review: At least once a year or upon a change in operation of the system or circumstances of either party, this MOU must be reviewed and signed by BUSD CD and EVCHC. Copies of the original and updated MOUs must be maintained by both parties named in this MOU. Correspondence regarding this MOU should be sent to:

East Valley Community Health Center, INC.

Alison Sung, DMD
Dental Director
420 S. Glendora Avenue
West Covina, CA 91790
(626) 919-5724, x.2300
asung@evchc.org

Bassett Unified School District

Debra French
Superintendent
904 N. Willow Avenue
La Puente, CA 91746
(626) 854-8309
aflores@rowlandschools.org

Bassett Unified School District Child Development Program

Rosie Ducoing
Interim Program Director
1314 Le Borgne Avenue
La Puente, CA 91746
(626) 931-3151
rducoing@bassettusd.org

VII. SERVICES TO BE PERFORMED BY SITE

Personnel from BUSD CD and EVCHC will meet, at least annually, via phone and/or in person to discuss dental services being offered through VDH.

BUSD CD agrees to allow and facilitate EVCHC's provision of dental care, health education, dental hygiene supported by tele-dentistry communication to BUSD CD students as allowed under this agreement.

BUSD CD agrees to support EVCHC's efforts to obtain required documentation from students in order to enable EVCHC to bill for services related to the Virtual Dental Home system of care.

BUSD CD agrees to participate in evaluation interviews about this system of care.

VIII. SERVICES TO BE PERFORMED BY EVCHC

EVCHC agrees to provide dental care, health education, dental hygiene supported by tele-dentistry communication, implement treatment plans; track and manage patients' needs for additional and follow-up care.

IX. FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION

EVCHC shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for its employees described in California Education Code section

45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code.

X. LIABILITY INSURANCE

EVCHC and **BUSD CD** each shall, during the term of this Agreement, maintain in force, a combined, shared-limit liability insurance policy in the amount of no less than three million dollars (\$3,000,000) per occurrence and five million (\$5,000,000) aggregate with the other Party, its employees and agents, at the insuring Party's expense, named as additional insured under such policies. Such policy shall provide for a thirty (30) day written notice of any cancellation or reduction of such insurance to the other non-insuring Party.

EVCHC agrees to acquire and maintain professional liability insurance covering all of its providers; while performing dental care and VDH services at **EVCHC** and/or **BUSD CD** sites.

XI. INDEMNITY OBLIGATION

To the fullest extent permitted by California law, **EVCHC** or **BUSD CD** shall defend, indemnify, and hold harmless the other party, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this MOU, or from any activity, work, or thing done, permitted, or suffered by **EVCHC** or **BUSD CD** in conjunction with the performance of this MOU.

Where **EVCHC** and **BUSD CD** are named as joint defendants in any claim or cause of action arising out of this MOU, it is the intent of the Parties to cooperate and coordinate in the areas of risk management and control, claims investigation and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, each Party shall retain ultimate control of its own risk management and defense.

READ AND AGREED:

EVCHC

East Valley Community Health Center, INC

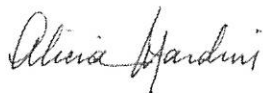
Organization Name

Alicia Mardini

Authorized Signatory Name

Chief Executive Officer

Authorized Signatory Title



Authorized Signatory Signature

April 11, 2019

Date

Bassett Unified School District

Organization Name

Debra French

Authorized Signatory Name

Superintendent

Authorized Signatory Title

Authorized Signatory Signature

Date

Bassett Unified School District Child Development Program

Organization Name

Rosie Ducoing

Authorized Signatory Name

Program Director

Authorized Signatory Title

Authorized Signatory Signature

Date

Appendix A:

The Virtual Dental Home (VDH) system of care involves community-based Registered Dental Hygienists and Registered Dental Assistants (RDAs), Dental Assistants (DAs), and/or Dental Navigators collaborating with dentists (DENTIST) using tele-dentistry technology. All individuals providing services are employed by East Valley Community Health Center

The dental team will assist students in enrolling in the VDH program by screening for oral health coverage or insurance, financial screening, and collecting enrollment packets, including consent forms.

The dental team will provide care to the patient at the first visit that is within the clinician's scope of practice, collect electronic dental records such as x-rays, photographs, dental and medical histories, and upload these records to a secure website where these are reviewed by an East Valley dentist. The dentist reviews the patient's information and creates a tentative dental treatment plan.

The dental team carries out aspects of the treatment plan that can be conducted in the community setting and require the prescription of a dentist while maximizing care opportunities.

Onsite services include: Health promotion and prevention education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, dental prophylaxis and periodontal scaling; sealants, placing carious teeth in a "holding pattern" using interim therapeutic restorations to stabilize patient's teeth; tracking and supporting the individual in obtaining additional care and following the recommendations for additional services.

When the dentist determines that the patient needs services that can only be provided by the dentist, the patient is referred to one of East Valley's dental sites for that treatment or other appropriate sources of care. The intention is for the care at the dental clinic to be completed then ongoing, routine recall care be provided in the community setting (SITE).

Some of the work of this program will take place at community sites. These sites can include, but are not limited to schools, long term care facilities, and day programs.