

SWSD MOU #20-21-073
AGREEMENT WITH ASSISTANCE LEAGUE®
OF WHITTIER AND A SCHOOL DISTRICT
DENTAL CARE PROGRAM

This agreement is entered into by Assistance League® of Whittier, hereafter referred to as Assistance League, located at 6339 Greenleaf Avenue, Whittier, CA 90601 and South Whittier (SWSD) School District, hereafter referred to as School/District, located at 11200 Telechron Ave., Whittier, CA 90605.

The **DENTAL CARE PROGRAM** is a philanthropic program designed by Assistance League to provide necessary dental care to children living in the Whittier Area whose families do not have dental insurance.

1. Obligations of Assistance League:

- A. Assistance League shall furnish dental care through the service of dentists who are eligible for membership in the California Dental Association and desire to tender professional services for the Assistance League according to the terms and conditions provided on the Dental Services Agreement. Services will be provided to children, as determined by the assigned dentist, until designated program funds are exhausted.
- B. Assistance League will verify the dentists' credentials and certificates of liability insurance.
- C. Assistance League will work directly with the School District, the School Nurses and/or the Health Aides at the schools.
- D. Assistance League will obtain parent's permission for treatment.
- E. Assistance League will communicate with the parents regarding the appointment date, time, and the name and location of dentists' offices.
- F. Financial contributions to this program by Assistance league shall be made only as stipulated in the terms of this agreement.
- G. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold the School District harmless against all claims and damages that are the fault of Assistance League.
- H. Assistance League shall complete the Philanthropic Programs Tree-Year Agreement Review.
- I. Assistance League shall evaluate the program and ask for input from the school/district.

2. Obligations of the School/District:

- A. To maintain liability insurance coverage. The School District shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 1.G.
- B. Have school principal appoint a contact person to interface with Assistance League.
- C. School personnel may refer prospective recipients or participants for dental care.
- D. Provide the Assistance League with the child's contact and family information.

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3. Public Relations:

- A. Assistance League shall have prominent identification with the program.
- B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program, all of which shall mention Assistance League and the School District.
- C. Photos and names of recipients shall not be used without written permissions of those directly involved. (Refer to consent Regarding Photographs)

4. Term, Renewal and Termination:

The term of this agreement is three (3) years, together with two (2) one (1) year renewal periods.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving thirty (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement, and neither party shall have any further obligations thereafter.

5. Memorandum of Understanding/Other Agreements.

If a memorandum of Understanding or other agreement is required by District/School, attach a copy of this agreement. It is the responsibility of Assistance League to have Memorandum of Understanding and other documents reviewed by legal counsel.

Additional Documents Attached: No

6. Signature and Dates:

Assistance League® of Whittier

Date: _____

President

Date: _____

Recording Secretary of Treasurer

Date: _____

Philanthropic Programs Chairman

South Whittier School District

Date: _____

Superintendent of School

ATTACHMENT B

TB TESTING

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Vendor shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Vendor's employees, or those of any other Vendors, coming into contact with the District's pupils. Vendor shall keep a copy of said information in the employee file.

By signing below, I acknowledge Vendor has read the requirements above, understands it, and agrees to be bound by its terms and conditions. In Witness Whereof, the parties have caused this document to be executed on their behalf by their fully authorized representatives.

DATE: _____

VENDOR

By: _____

Signature

ATTACHMENT C

INSURANCE REQUIREMENTS FORM

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The Vendor shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Vendor shall obtain and maintain the following policies and coverage. The insurance furnished by the Vendor shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Vendor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Vendor and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$2,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Vendor shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Vendor for all coverage until the work is accepted as complete. The District requires the Vendor to furnish the District complete, certified copies of all required insurance policies. The Vendor shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be in a form approved by the District.

(2) For any claims related to the work, the Vendor's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Vendor's insurance and shall not contribute with it.

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(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Vendor's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Vendor's liability under this Agreement.

(3) In the event the Vendor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Vendor shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Vendor, the District may pay for the insurance from Agreement sums otherwise due the Vendor.

(4) If the District is damaged by the failure of Vendor to provide or maintain the required insurance, the Vendor shall pay the District for all such damages.

(5) The Vendor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

DATE: _____

VENDOR

By: _____

Signature

ATTACHMENT D

CRIMINAL RECORD AND BACKGROUND CHECK

To the Governing Board of the South Whittier School District:

I _____ (Name of Vendor) certify that:

1. Vendor has carefully read and understands the requirements regarding criminal record and background checks set forth in Education Code Section 45125.1.

2. Due to the nature of the work Vendor will be performing for the District, Vendor's employees may be in contact with students of the District.

3. Pursuant to Education Code section 45125.1, Vendor shall conduct criminal background checks of all employees assigned to provide services pursuant to the Contract, and certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. Below is a list of all employees providing services pursuant to the Contract. In performing the services set forth in the Contract, Vendor shall not utilize any employees who are not included on the list below.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Education Code section 45122.1 and this determination was made by a fingerprint check through the Department of Justice.

List of Employees: _____

(Vendor's Certification on Next Page)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____

Signature

Typed or printed name

Title

Address

Telephone