

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT (MDUSD)
AND
LA CLÍNICA DE LA RAZA, INC. (LA CLÍNICA)
FOR HEALTHY LIFE, HEALTHY TEETH, A PROGRAM OF
LA CLÍNICA'S ORAL HEALTH INITIATIVE (OHI)**

I. PURPOSE

The purpose of this MOU is to implement Healthy Life, Healthy Teeth, a program of La Clínica's Oral Health Initiative (OHI) funded by the John Muir / Mt. Diablo Community Health Fund. The term of this MOU is from January 1, 2011 to June 30, 2013 and may be extended by written agreement of both parties.

In consideration of the mutual agreement of the parties and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

II. SCOPE OF SERVICES

LA CLÍNICA:

La Clínica agrees to perform the services below:

1. Provide preventive oral health services, specifically dental screenings, to school age children from pre-k to fifth grade students.
2. Provide oral health education, such basic oral hygiene practices to pre-k to fifth grade students.
3. Provide preventive oral health services, specifically dental screenings to teen parents and/or pregnant teen mothers.
4. Provide oral health education, such basic oral hygiene practices to teen parents and/or pregnant teen mothers.
5. Provide oral health education presentations to parent groups, English Learners Advisory Committee (ELAC), and other interested community/parent groups.
6. Oral Health Initiative staff will schedule and coordinate activities that are conducted during school and after-school hours with school personnel and MDUSD administrators.

MDUSD:

MDUSD agrees to perform the services below:

1. Allow Oral Health Initiative staff to use program spaces such as classroom, cafeteria, gym, library, computer room, and any other applicable space based on availability and need.
2. Oral Health Initiative staff will schedule and coordinate activities that are conducted during school and after-school hours in close coordination with MDUSD school personnel and MDUSD administrators.

1 NOTE: A "dental screening" is not a complete dental examination. A dental screening is performed using a wooden tongue blade, toothpick, and a light. No dental instruments or x-rays are used. A report with the results of the screening will be sent home. Some patients may require a second screening.

3. Work with Frances Lobos, La Clínica's Program Administrator and La Clínica's Health Education Department to schedule and coordinate presentations and provide outreach for the Oral Health Initiative.
4. Working with Frances Lobos, La Clínica's Program Administrator to assist in data collection for the evaluation component of the Oral Health Initiative. *Please note, La Clínica would be entirely responsible for the actual data collection.*

III. COMPENSATION

There is no compensation being provided to either La Clínica or MDUSD as part of this MOU.

IV. AVAILABILITY OF FUNDS

This agreement is contingent upon receiving funding from John Muir/ Mt. Diablo Community Health Fund's for the requested program and will remain in effect from June 1, 2010 – June 30, 2013.

V. REPORTING

La Clínica will be responsible for compiling all information for reports to John Muir/ Mt. Diablo Community Health Fund.

VI. TERMS OF AGREEMENT

A. Term

This agreement shall commence on September 27, 2011 and shall continue until June 30, 2013 unless terminated earlier as set forth below.

B. Termination of Notice

Either party may terminate this MOU at any time by giving thirty (30) days written notice to the other party.

VII. RELATIONSHIP OF PARTIES AND ADDITIONAL OBLIGATIONS

A. Status as Independent Entity

La Clínica and MDUSD enter into this MOU as, and shall continue to be, independent entities. Each organization shall be responsible for its employees, including without limitation, workers' compensation, disability insurance, vacation or sick pay.

B. Insurance and Liability

La Clínica will be responsible for liability and malpractice insurance for all La Clínica employees. La Clínica will furnish copies of its Certificate of Insurance, upon request, which specify levels of insurance coverage. MDUSD will be responsible for liability and malpractice insurance for all MDUSD's employees. MDUSD will furnish copies of its Certificate of Insurance, upon request, which specify levels of insurance coverage.

VIII. PROPRIETARY RIGHTS

A. Intellectual Property

Any document including but not limited to reports and evaluation/findings produced under the terms of this MOU will be the sole property of La Clínica and may not be utilized for public or private purposes.

B. Confidential Information

Both Parties will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this MOU, any proprietary or confidential information regarding both Parties, whether or not it is on written or permanent form, except to the extent necessary to perform services on behalf of the Parties.

IX. MISCELLANEOUS

A. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officer, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

B. Conflict of Interest

MDUSD agrees not to engage in activities that might cause a conflict of interest, and furthermore, not to divulge any confidential information obtained in the course of this Memorandum of Understanding to outside parties.

C. Severability

If for any reason any provision of this MOU shall be determined invalid or inoperative, the validity and effect of the other provisions shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.

D. Arbitration

In the event that a dispute arises under this MOU, the parties shall seek to resolve their dispute by good faith negotiations first by the Executive Directors of each of the parties, and then by the Chairpersons of their respective Board of Directors and Superintendents. If those negotiations are unsuccessful, the parties shall seek mediation from an independent professional with expertise in the subject matter of the dispute. If mediation fails, the parties shall refer the matter to arbitration in accordance with the rules of the American Arbitration Association pertaining in Contra Costa County, California, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

F. Notices

All notices pertaining to this MOU should be sent in writing addressed to:

Steven Lawrence
Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord CA 94519

Jane Garcia
CEO
La Clinica de La Raza
1515 Fruitvale
Oakland, CA 94601

Steven Lawrence Date

Jane Garcia Date