

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
LA CLÍNICA DE LA RAZA, INC.**

FOR LA CLÍNICA'S ORAL HEALTH INITIATIVE (OHI) DENTAL PROGRAM

I. General Information

The purpose of this MOU is to 1) authorize La Clínica de la Raza to implement the proven effective Oral Health Initiative (OHI) dental program at Mt. Diablo Unified School District schools and 2) to specify the roles and responsibilities of Mt. Diablo Unified hereafter referred to as “District” and La Clínica de la Raza, Inc. set forth in this agreement.

La Clínica de la Raza, principal place of business and contact information:

Administrative Office:
1450 Fruitvale Avenue, 3rd Floor
Oakland, CA 94601
Chief Executive Officer: Jane Garcia
Chief Dental Officer: Ariane Terlet, DDS
Tel: (510) 535-4000
Fax: (510) 535-4189

La Clínica Monument
2000 Sierra Road, Concord, CA 94518
Director of Business and Community Relations: Viola Lujan
Dental Program (OHI) Coordinator: Frances Lobes
Tel: (925) 363-2005
<http://www.laclinica.org/Monument/>

According to a report released by the Contra Costa County Department of Public Health, thousands of Contra Costa children are suffering from untreated dental disease that leads to pain, inability to learn and loss of school days, among other serious problems. Children from low-income families and children of color are more likely to have a history of tooth decay, untreated tooth decay and urgent dental care needs than higher-income children. La Clínica de La Raza is a well-known and respected agency first established in 1971 and expanded into Contra Costa County on Monument Blvd. in 2004. For a history timeline, see <http://www.laclinica.org/about-history.pdf>. La Clínica offers a full range of health and dental services. La Clínica has an established and successful partnership with Mt. Diablo Unified School District. The previous MOU with La Clinica for OHI was valid for one year, 2012-2013. La Clínica submitted a summary report demonstrating the success and effectiveness of OHI in the 2012-2013 school year. This agreement serves to renew the period of time for which La Clínica services are authorized in district schools for the next five years. La Clínica is authorized by the Contra Costa County to co-locate dental services at school sites. La Clínica is fully responsible for all services provided by La Clínica staff and agents at district schools. In consideration of the mutual agreement and conditions set forth herein, the District and La Clínica agree as follows:

II. DESCRIPTION OF SERVICES

LA CLÍNICA:

La Clínica agrees to perform the services below:

1. Provide preventive oral health services, specifically dental exams, fluoride varnish applications, dental cleanings, and sealants to school-age children from pre-kindergarten to fifth grade at the schools specified in Exhibit 1. At each school site, Principal's prior approval is required, with a mutually agreed upon schedule.
2. Provide oral health education, such as basic oral hygiene practices to pre-kindergarten to fifth grade students, with Principal's prior approval, with mutually agreed upon schedule.
3. Provide oral health education presentations to parent groups, English Learners Advisory Committee (ELAC), and other interested community/parent groups. These services are authorized, but not mandated under this agreement. Principal's prior approval is required, with mutually agreed upon schedule.
4. Schedule and coordinate activities that are conducted during school hours, with Principal's prior approval, mutually agreed upon schedule, and coordination with the District Department of Student Services.

MDUSD:

MDUSD agrees to perform the services below:

1. Allow La Clínica staff use of program spaces, such as classroom, cafeteria, gym, library, computer room, and any other appropriate space based on availability.
2. Schedule and coordinate activities that are conducted during school hours in cooperation with La Clínica staff.
3. Work with La Clínica staff to schedule, coordinate and promote approved presentations.
4. Work with La Clínica staff to assist in data collection for the evaluation component of the OHI. Please note La Clínica will be entirely responsible for data collection and the furnishing of summary reports.
5. Maintain compliance with all fire laws and regulations, including providing smoke detectors and fire extinguishers, inspected and calibrated annually by MDUSD. MDUSD shall obtain and provide evidence of Fire Marshal clearance and ensure compliance with state and city fire codes.
6. Make available to La Clínica staff information regarding emergency procedures and safety plans. Please note: It is La Clínica staff responsibility to review safety information and ensure compliance with School Safety Plans. La Clínica assumes full responsibility for all La Clínica staff and agents while on district school grounds.

III. COMPENSATION

There is no compensation being provided to either La Clínica or MDUSD as part of this Agreement. The La Clínica dental program is self-sustaining and will bill Medi-Cal as appropriate to sustain activities and services to uninsured students at no cost. La Clínica utilization summary will include information regarding how many insured as well as uninsured students were served each school year, as well as the revenue generated by services provided at district schools.

IV. REPORTING

- La Clínica will be responsible for compiling all information for annual reports to MDUSD and associated stakeholders. La Clínica will provide an end-of-year utilization summary including but not limited to: number of students served, ethnicity and gender of student population served, students for whom dental services were requested but could not be provided, number of uninsured students served, number of insured students served, fiscal information related to revenue received for services provided, and general information related to the implementation of this contract. The utilization summary report demonstrating effectiveness of the services will be provided no later than July 15th of each school year in which services are provided.

TERMS OF AGREEMENT

- A. **Term**: This agreement shall commence on August 1, 2013, and shall continue until July 31, 2018, unless terminated earlier as set forth below. *This agreement is contingent upon receiving fire clearance documentation no later than thirty (30) days after execution of MOU.*
- B. **Termination**: Either party may terminate this MOU at any time by giving thirty (30) days written notice to the other party.

V. 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 is fully responsible for all services provided by La Clínica staff. La Clínica is responsible for maintaining liability and malpractice insurance for all La Clínica employees. La Clínica will furnish copies of valid Certificate of Insurance annually, which specifies levels of insurance coverage with the indication that MDUSD is added as additionally insured certificate holder for all La Clínica Programs that operate in District schools. 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 specifies levels of insurance coverage.
- C. La Clínica supervisors are responsible for ensuring that the extent, kind and quality of services performed by the provider(s) will be consistent with the Provider's training, education, and experience. The District reserves the right to monitor and direct Provider services to ensure efficient use of resources and performance to district satisfaction. Should concerns arise about the Provider or services provided, the District may counsel the Provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the Provider from the Provider assignment at any time during the school year. Provider failure to satisfactorily comply with any provisions of this agreement, including the responsibilities in Appendix A, can be considered breach of this agreement.

VI. PROPRIETARY RIGHTS AND CONFIDENTIALITY

- A. **Intellectual Property:** Any document, including, but not limited to, reports and evaluation/findings produced by La Clínica under the terms of this MOU will be the sole property of La Clínica. La Clínica understands that MDUSD is a public agency and that reports and related documents may be shared with the MDUSD Superintendent and Board of Education in a public forum.
- 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.

VII. MISCELLANEOUS

- A. **Indemnification:** La Clínica shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that District may incur or suffer and that rise from, or are related to any breach or failure of District to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless La Clínica officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that La Clínica may incur or suffer and that arise, result from, or are related to any breach or failure of Provider to perform any of the representations, warranties, and agreements contained in this Agreement.
- B. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- C. **Rule and Regulations:** All results and regulations of the MDUSD Board of Education and all federal, state, and local laws, district board policy and administrative regulation, ordinances and regulations are to be observed strictly by the Provider pursuant to this agreement.
- D. **Affirmative Action/Non-discrimination:** La Clínica shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry or national origin.
- E. **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 MOU to outside parties. MDUSD may, within its sole discretion, permit other agencies to provide similar services at district schools.
- F. **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.

- G. **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.
- H. **Notices:** All notices pertaining to this MOU should be sent in writing addressed to:

Dr. Nellie Meyer
 Superintendent
 Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519

Jane Garcia
 CEO
 La Clínica de La Raza, Inc.
 PO Box 22210
 Oakland, CA 94623

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the dates set forth below:

By: _____
 Dr. Nellie Meyer
 Superintendent
 Mt. Diablo Unified School District

By: _____
 Jane Garcia
 Chief Executive Officer
 La Clínica de La Raza, Inc.

Date: _____

Date: _____

Presented to the MDUSD School Board on _____

APPENDIX A

- Provider is hereby authorized to provide dental services in Mt. Diablo Unified School District schools.
- Provider may, upon request and approval from the school principal, provide educational services and trainings related to dental care for students, parents and caregivers, and district staff.
- Provider will obtain written permission to provide services for any and all student's served.
- Parent / Legal Guardian permission is required to participate in any program or services provided by La Clínica. La Clínica is fully responsible for ensuring compliance with laws related to consent for services.
- La Clínica will ensure that parent / legal guardian is fully informed about La Clínica services including but not limited to limitations related to access to dental services from local dental providers after participating in La Clínica dental services.
- Provider will inform the school principal of any proposed changes to the Provider's program, or proposed preparations, schedule, or status within La Clínica.
- School principal or principal's designee will: provide an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- School principal or principal's designee will: assist provider to become familiar with school and community-based programs and resources for students and families.
- School principal or principal's designee will: Assist provider to learn the school profile and background of student population.
- Student participation in all La Clínica programs and services is completely voluntary. A student or parent may elect to discontinue participation in any program at any time by communicating this verbally or in writing to the Provider or school administrator.
- Provider will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider will maintain timely and accurate records.
- Provider(s) will provide a mid-year utilization summary including but not limited to: number of students served, ethnicity and gender of student population served, students for whom dental services were requested but could not be provided, number of uninsured students served, number of insured students served, and general information related to the implementation of this contract.
- Provider(s) will provide an end-of-year utilization summary including but not limited to: number of students served, ethnicity and gender of student population served, students for whom dental services were requested but could not be provided, number of uninsured students served, number of insured students served, fiscal information related to revenue received for services provided, and general information related to the implementation of this contract. The utilization summary report demonstrating effectiveness of the services will be provided no later than July 15th of each school year in which services are provided.
- Provider will follow professional and ethical guidelines, District guidelines, and State and Federal law.
- Provider will, when indicated, work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054
- When appropriate, Provider will make referrals to the school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, support plans are developed, and support services are coordinated by the school administration.
- When appropriate, Provider will assist students and families to access health, mental health, and/or support services available at school, in the district, and in the community.
- When appropriate, Provider will request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.

Partnership Agreement between MDUSD and La Clínica: Oral Health Initiative (OHI)

- In the event that an urgent or emergency circumstance is encountered by Provider, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) Provider will follow the school's emergency procedures; immediately directly contact the principal of the school. After hours, District Administrators can be reached at cell numbers provided. La Clínica will ensure that all providers are aware of their responsibilities as mandated reporters and trained regarding child abuse reporting procedures.
- With principal's approval, Provider may distribute surveys to school staff to help identify the needs of the school population. Results of any surveys will be distributed with the school principal and the Director, Student Services.
- La Clínica will be recognized publically each school year for the valuable services provided for district students.

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