Memorandum of Understanding
Between
Elliot Paul Schlang DDS, dba "Big Smiles California" a professional Corporation
and
San Leandro Unified School District

This Memorandum of Understanding is made and entered into as of this 1 day of October 2019 by and between Elliot Paul Schlang DDS, dba "BIG SMILES CALIFORNIA", and San Leandro Unified School District, for providing comprehensive dental services to children often left without care at the following school sites (Madison ES, Monroe ES and Jefferson ES).

Big Smiles California agrees:

- At a date to be mutually agreed upon, to provide comprehensive dental services, including: exams, cleanings, fluoride treatments (including Silver Diamine Fluoride), 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 5 to 18 years are eligible.
- Each site will be served by our licensed California dentist(s) and/or hygienist(s) and/or dental assistants.
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. For those without insurance.
- All children will be given a "report card" for their parents' review. Copies of x-rays are available to the family and dental offices.

Leandro Unified 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.

- Communicate directly with parents via electronic medium (i.e. text, email) and/or robo-calls, as well as posting to the school/district website and social media pages, to make them aware that the in-school dentist is coming to school and provide parents with the online sign-up option, available at www.myschooldentist.com

- 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, and shall be renewed automatically on an annual basis for additional one year terms, unless notified by either party in writing with 30 days' notice. If necessary to fulfill its responsibilities under this agreement, Big Smiles may assign this agreement to another dental practice.

- The parties acknowledge that the District is a public education agency 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: Elliot P. Schlang Date: 9-30-2019
Signature

Elliot P. Schlang
Print Name

Dental Director
Title

San Leandro Unified School District
835 E. 14th Street
Suite 200
San Leandro, CA 94577

By: _____ Date: _____
Signature

_____
Print Name

_____
Title