

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is executed by and between Silver Valley Unified School District (hereinafter referred to as “School District”) and Dr. Chang (hereinafter referred to as “Provider”) for the purpose of providing needed dental screening services to students (hereinafter referred to as the “Program”).

**WHEREAS**, it is the intention of the Parties to participate in the Program for the purpose of providing students (hereinafter referred to as “Students” or “Participants”) with the opportunity to receive dental screening services provided by Provider and/or their community partners.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

### I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing dental screening services to students.

B. This Agreement will be for a period of one year, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.

#### C. School District agrees:

1. To the extent School District is able, provide Students with a safe setting. School District shall provide sufficient oversight of the Program to ensure that it meets the needs of Students.

2. To provide a mutually acceptable place to set up portable equipment or park a mobile facility to provide students with needed dental care.

3. To provide access to toilet facilities and potable water, including hot water.

4. To comply with all applicable laws relation to nondiscrimination.

#### D. Provider Agrees:

1. To provide all students who provide written consent of their parent or guardian with the opportunity to receive needed dental care.

2. To ensure parents are informed and consent to the proposed treatment plan.

3. To provide or arrange for the provision of necessary dental services, including preventive, diagnostic and restorative care, to all students identified need.

4. To provide dental screenings free of charge to all students.

5. To inform the School District in writing of any limitation in the services the Provider is able to provide.

6. To provide the School District with proof of a written contract between Provider and a community-based dentist or dental facility where Students may receive follow-up and /or emergency care when the Provider is out of the area or otherwise unavailable.

7. To comply with all applicable laws relating to nondiscrimination.

### II. Term of Agreement

A. This Agreement may be terminated by School District or Provider at any time by giving at least seven (7) days written notice.

B. This Agreement shall be effective from March 15, 2019 to May 23, 2019.

C. This Agreement may be modified at any time by written consent of both Parties.

D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.

E. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

**III. Insurance and Liability**

A. School District agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, Including without limitation, attorney's fees) for injury or death to persons, including employees or other agents of Provider, and damage to property including property of School District, caused by the negligent acts or omissions of School District in the performance of the Agreement. School District's duty to indemnify Provider under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand or expense resulting from Provider's negligence or willful misconduct.

B. Provider agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys fees) for injury or death to persons, including employees of School District, and damage to property including property of Provider, caused by the negligent acts or omissions of Provider in the performance of the Agreement. Provider's duty to indemnify School District under this Agreement shall not extend to loss, liability, damage, claims, cost, charge, demand, or expense resulting from School District's negligence or willful misconduct.

**IV. Independent Contractor**

Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School District. Provider specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of School District under the common law agency test, the economic realities test, or any other legal test.

**SCHOOL DISTRICT OFFICIAL PROVIDER**

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**CONTRACTOR/VOLUNTEER**

By: \_\_\_\_\_  
Name and Title

301 E. Buena Vista, Barstow, CA  
Address

Date: 3-22-2019