

**MEMORANDUM OF UNDERSTANDING BETWEEN
BELLE HAVEN CHILD DEVELOPMENT CENTER
AND SONRISAS DENTAL HEALTH, INC.**

This memorandum of understanding is entered into between the parties listed below and for the term and activities defined in the Scope of Work.

Sonrisas Dental Health, Inc.
Attn: Tracey Fecher
Chief Executive Officer



Belle Haven Child Development Center
Attn: Sean Reinhart
Library and Community Services Director
800 Alma Street
Menlo Park, CA 94025
Email: SSReinhart@menlopark.org
Phone: 650-330-2510

I. Purpose

This Memorandum of Understanding (MOU) establishes an understanding between Sonrisas Dental Health, Inc. (Sonrisas) and Belle Haven Child Development Center (Belle Haven) about the activities and roles of the Sonrisas Dental Health Screening/Fluoride Varnish Program. The intent of this strategic partnership is to provide oral health education and services to improve the oral health of children attending Belle Haven's programs.

II. Scope of Work

To improve the oral health of Belle Haven participants, the following activities will be performed:

- **Oral Health Assessments** – Sonrisas Dental Health's team of dental providers will perform oral health assessments/screenings for Belle Haven participants through both Onsite and Drive-Up Dental Screening events and identify those who have either routine or urgent needs for dental care. Sonrisas shall work with school staff designated by participating schools to schedule clinic dates and confirm lists of children to be seen. School staff and Sonrisas will create consent/waiver forms that school staff shall distribute and collect from participants as needed for approval to participate in these screening events. These screening assessments shall not be intended to take the place of a comprehensive dental exam, which the child should obtain at his/her existing dental home.
- **Fluoride Varnish Applications** – All children who return consent forms signed by their parents or guardians to the school will have fluoride varnish (FV) applied to their teeth, free of charge. Studies have shown that FV has the ability to reduce incidence of dental caries.
- **Treatment Referrals** – Following the participants' dental screenings, Belle Haven staff and Sonrisas staff, shall inform parents or guardians about the findings from their children's assessment. Children who are assessed and identified to have dental disease will be referred

to their existing dental home. If the child does not have an existing dental provider, they will be offered services at Sonrisas Dental Health San Mateo or Coastside Centers.

- **Education** – Sonrisas will provide oral health and disease prevention education to Belle Haven children and families during in-person and/or virtual online classroom sessions and/or parent meetings.
- **Program Evaluation** – Sonrisas and Belle Haven will evaluate the program and may work towards increasing oral health awareness among the school community using a variety of communication methods, including sending information home in school packets, distributing information via email, social media, or at school activities and community events. Information may also be provided to staff members during their in-service workshops.

IV. Roles and Responsibilities

- a) To implement these screening events, Belle Haven will do the following:
 - Inform faculty and staff of the program to maximize participation.
 - Inform families of the oral health screening events to encourage them to review and complete the consent forms.
 - Designate school staff who will work with Sonrisas staff to schedule on-site screening days and drive-up screening events.
 - Distribute, collect and organize consent/waiver forms for screening and fluoride varnish applications for onsite screenings.
 - Provide logistical support in organizing participants and student information for the events.
 - Provide a room, outdoor area, or parking lot (for drive-up event) that is large enough to conduct the screenings and fluoride varnish applications.
 - On the day of the onsite screenings, provide staff support to bring participants to the service delivery area and manage and accompany participants at all times during the screening events.
 - Provide Sonrisas with copies of the participants' oral health assessments forms and contact information, for the purpose of notifying parents or guardians of screening results.
 - As per Belle Haven's policies, inform parents or guardians of participants' screening results (forms will indicate findings of dental caries and treatment urgency) and refer children with treatment needs, with the assistance of Sonrisas.
 - Collaborate with Sonrisas in evaluating the program after each screening event.

All services provided by Belle Have will be provided IN-KIND.

- b) To implement these screening events, Sonrisas will do the following:
 - Coordinate with school staff to schedule on-site screening days and drive-up screening events.

- Provide personnel, equipment and supplies to complete dental assessments and fluoride applications, as authorized.
- For onsite screenings, collaborate with Belle Haven to inform parents or guardians of participants' screening results and refer children with treatment needs to their local dentist or clinic if they have an established dental provider, or to Sonrisas Dental Health Centers, if the child does not have an established dental home.
- Provide oral health education presentations to Belle Haven families and staff to increase awareness of oral health.
- Collaborate with Belle Haven in evaluating the program.

V. Hours of Service

Upon commencement of operations, Sonrisas and Belle Haven shall agree on the schedule that the dental services shall be provided. The parties may mutually agree to extend hours and days of operation as deemed warranted and feasible by the parties.

VI. Independent Contractor

All dental personnel staffed by Sonrisas shall be employees or independent contractors of Sonrisas and shall not be deemed employees of Belle Haven.

VII. Records

- a) The children's oral health assessment forms/records from onsite screenings shall be the property of the Belle Haven. Belle Haven shall be the custodian of records for purposes of legal process relative to such records.
- b) Sonrisas will receive copies of these screening records for the purpose of contacting families for referrals for care. These records will be kept in secure files manually and/or electronically to comply with HIPAA (Health Information Portability and Accountability Act). The Director, Outreach Coordinator, and their designee(s) will have access to these files.

VIII. Term

This Memorandum of Understanding shall be in effect from March 2021 until either party gives a thirty (30) days written notice to withdraw from the collaboration pursuant to section IX, below.

IX. Termination

- a) The parties shall meet and confer regarding any alleged non-performance of a party's duties under this MOU and provide that party with a reasonable opportunity to cure the non-performance.
- b) This MOU may be terminated upon thirty (30) days written notice, with or without cause, by either party.

X. Insurance

- a) Sonrisas shall maintain professional malpractice insurance and comprehensive general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence, combined single limits, and worker's compensation insurance coverage in accordance with the State of CA statutory limits.
- b) Upon request by Belle Haven, Sonrisas shall provide Belle Haven with the certificates of insurance with insurers satisfactory to Belle Haven, evidencing all coverage set forth above.
- c) Approval of the insurance by Belle Haven shall not relieve or decrease the liability of Sonrisas hereunder.
- d) Belle Haven represents and warrants that it is self-insured for all such types of liability with available reserves in excess of \$2,000,000 and agrees to provide at least thirty (30) days written notice prior to cancellation, non-renewal, or material change of the self-insurance.

XI. Hold Harmless

- a) Belle Haven shall defend, indemnify and hold Sonrisas, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of Belle Haven's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Belle Haven, its officers, agents, and employees.
- b) Sonrisas shall defend, indemnify and hold Belle Haven, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of Sonrisas' performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sonrisas, its officers, employees, participants and agents.

XII. Compliance with Governmental Requirements

Sonrisas and Belle Haven shall comply with all codes, ordinances, rules, regulations, and requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force pertaining to the operation of the school-based screening program or oral health program. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this MOU, the parties shall negotiate mutually acceptable additional terms to conform this MOU to such new requirements.

XIII. Confidentiality

Sonrisas shall maintain the confidentiality of any and all student records and information acquired in the course of services provided under this MOU, including protection of names and other identifying information from unauthorized disclosure. Sonrisas may share and disclose student records only as authorized by pertinent state and federal law, including but not limited to, the express, written consent of a student's parent or guardian, and the release of statistical information which does not include any personally identifiable student information. Sonrisas shall observe all

federal, state, and county laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and any subsequent revisions thereto, concerning the security and privacy of student records and information, as applicable.

XIV. License

- a) Sonrisas shall, through the term of this MOU, maintain in current and “good standing” status all licenses and certification necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, County of San Mateo, and all other applicable governmental agencies.
- b) Sonrisas shall ensure that all personnel performing services under the terms of this MOU are in compliance with all applicable certification requirements and shall provide Belle Haven evidence of such compliance upon written request from Belle Haven. If a service provider’s certification is suspended or otherwise invalid, Sonrisas shall ensure that the suspended service provider will not provide services until his or her certification is in good standing.

XV. Amendments

This MOU can be modified or amended only by written instrument executed by all of the parties hereto.

DocuSigned by:

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 Signature
 Tracey Fecher
 CEO, Sonrisas Dental Health, Inc.

4/27/2021

 Date

DocuSigned by:

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 Signature
 Sean Reinhart
 Library and Community Services Director
 City of Menlo Park

4/27/2021

 Date