


SIH MOKAN, P.A. is excited to bring top-notch dental services to the students at Raytown Quality Schools!

The below is a Memorandum of Understanding (“MOU”) between SIH MOKAN, P.A., a Kansas professional association (“SIH”) and the Raytown C-2 School District d/b/a/ Raytown Quality Schools, a Missouri public school district (“School”). The parties agree to the following:

1. SIH will provide the following services on-site at the school buildings mutually agreed to by the parties (collectively, the “Sites”):
  - a. Oral Health Screenings for all opt-in students in attendance during Session 1 pursuant to the Missouri Department of Health & Senior Services Preventative Services Program (“Oral Health Screenings”). (Opt-in is defined as those students whose parent or guardian executed an SIH consent form requesting services)
  - b. Licensed Dentist examinations, x-rays, cleanings, fluoride varnishes, and sealants (sealants as diagnosed and subject to eligibility) for opt-in Medicaid/CHIP-eligible students, opt-in private insurance students, and opt-in cash paying uninsured students (“Preventative Services”).
  - c. Cavity fillings, crowns, simple extractions, and pulpotomy work for opt-in/eligible students diagnosed with restorative dentistry issues (“Restorative Services”).
  - d. The services listed in Sections 1a-c are collectively referred to as the “Services.”
2. SIH will be on-site at each of the Sites for four sessions during the 2017-2018 school year to provide the Services at dates mutually agreed upon in advance by the parties. SIH will make best efforts to provide the services on the following dates:
  - a. Session 1 will be between September 1 and September 30, 2018 to complete Preventative Services.
  - b. Session 2 will be between September 15 and October 15, 2018 to complete Restorative Services.
  - c. Session 3 will be between March 1 and March 31, 2019 to complete Preventative Services.
  - d. Session 4 will be between March 15 and April 15, 2019 to complete Restorative Services.
3. School will, at no cost to SIH, provide SIH with space reasonably necessary to conduct the Services, and will make utility services reasonably available to SIH to conduct the Services. School will ensure access to highspeed internet to meet the needs of SIH Xray and Imaging equipment. SIH will provide all reasonably necessary equipment, machinery, and supplies to conduct the Services.
4. The Services will be provided at no cost to School, and in no event shall School be liable for the costs of any Service provided to any student. School acknowledges and agrees that SIH, or its designee, shall be solely responsible for billing and collecting from patients and third party payors all fees for Services performed by SIH at the Sites.
5. SIH (or its contractors) and School will engage in the following co-marketing activities:
  - a. The relationship will be announced by both organizations via social media and email press release. School will review and in its discretion approve in accordance with School's policy and procedures.
  - b. SIH will provide mailers/postcards to School, which School will review and in its discretion approve in accordance with School's policy and procedures. Once approved, School will send the mailers/postcards home to families announcing the relationship.
  - c. SIH will continue to market to School families and students via social media and email campaigns.
  - d. SIH will provide posters announcing the dates of the event and school agrees to display posters in a high traffic area of the school. School will review and in its discretion approve in accordance with School's policy and procedures.
6. School is currently estimating the number of students who will benefit from the Services. School will promptly provide this number to SIH once the estimate is complete. If SIH determines, in its reasonable discretion, that a school does not have sufficient participation (generally defined as 50 or more eligible students per site) to provide the Services, SIH may cancel or reschedule that event, without penalty.
7. SIH agrees that all Services will be provided by SIH employees, who must be competent professionals, duly qualified and licensed to perform the Services, and that any necessary supervision of such employees will likewise be provided by other qualified, licensed SIH employees.
8. SIH will be responsible for obtaining any and all consent which may be required by law or applicable regulation, and will ensure that such consent has been obtained before providing Services to any student. School will reasonably assist SIH in this endeavor.

9. SIH agrees that any person who may in any way provide Services must undergo and pass certain criminal background checks ("Background Checks"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of volunteers who may be left alone with a child under the School's Policy GBEB. The determination of whether any personnel have passed the Background Checks will be determined by SIH, provided that any record indicating a finding or plea of guilty to any felony or crime involving moral turpitude will result in a failed Background Check. Within three (3) days of a written request by the School, SIH agrees it will provide written confirmation that any person providing Services has passed all Background Checks and are, therefore, eligible to provide the Services. The School shall have no responsibility whatsoever for the costs associated with conducting any Background Checks. Requests to waive or alter this paragraph shall be determined in School's sole discretion.
10. If School determines, in its reasonable discretion, that any person is not providing the Services in a satisfactory manner, or any issues of behavior or inappropriate conduct or similar concerns occur, School shall notify SIH in writing and SIH shall prohibit such individual from continuing to provide Services pursuant to this MOU.
11. During the performance of their obligations under this MOU, School and SIH agree to conduct their respective activities in compliance in all material respects with all applicable federal, state, and local laws, and the policies and procedures of School.
12. SIH acknowledges that it may have access to and contact with confidential information, which may be an education record or a medical record or biographical data of School's students (the "Student Information"), which Student Information's confidentiality is protected by federal or state law, such as the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) and their respective regulations. Both during the term and thereafter, SIH covenants and agrees to hold such Student Information in confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of School. Further, SIH covenants and agrees that it will not disclose any Student Information to any third party, except as may be required in the course of performing the Services, as allowed by this MOU, or as permitted by federal or state law.
13. SIH agrees to maintain a policy or policies of insurance, in amounts and upon terms that are commercially reasonable, which coverage at a minimum will include general liability, worker's compensation, and professional malpractice. Neither the requirements of this paragraph nor any other provision of this MOU will be deemed a waiver or relinquishment of any immunity or defense available to School or its agents or officials, including but not limited to sovereign immunity.
14. To the extent permitted by law each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officers, employees, and agents from and against any and all claims, liability, judgments, fines, and expenses (including reasonable attorneys' fees) and amounts paid in settlement actually and reasonably incurred by the Indemnified Party in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which the Indemnified Party is, was, or at any time becomes a party, related to any acts or omissions of the Indemnifying Party or any agent of the Indemnifying Party related in any way to the Indemnifying Party's obligations under this MOU. Neither the requirements of this paragraph nor any other provision of this MOU will be deemed a waiver or relinquishment of any immunity or defense available to School or its agents or officials, including but not limited to sovereign immunity.
15. Nothing in this MOU, whether express or implied, will be construed to create any third party beneficiary or to give any person or entity other than the parties any legal or equitable right, remedy or claim under or with respect to this MOU.
16. SIH and School are each separate, independent entities entering into this MOU as an arm's length transaction, and no employee, representative, agent, contractor, or subcontractor of one party shall be deemed to be the employee, representative, agent, contractor, or subcontractor of the other. In no event shall this MOU be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto. Each party shall be solely responsible for paying all taxes for which that party is responsible.
17. In addition to any other remedies for breach available to either party, in law or equity, in the event of a material breach of this MOU by other party, the non-breaching party may choose to immediately terminate this MOU upon notice to the breaching party, or may, in non-breaching party's sole discretion, provide the breaching party with a reasonable period in which to cure such breach

We are extremely excited to bring our Services to Raytown Quality Schools and look forward to working together to strengthen our kids and community.

A handwritten signature in black ink, appearing to read "SIH MOKAN". The signature is fluid and cursive, with the letters "S", "I", and "H" being particularly prominent and connected.

School Representative

SIH MOKAN, P.A.

Effective Date: