

Memorandum of Understanding
Between
Raytown C-2 School District
And
Heartland Outreach Providers, LLC/ d/b/a HOPE Dental

The Heartland Outreach Providers, LLC is excited to bring top-notch dental services to the students at the Raytown C-2 School District!

The below is a Memorandum of Understanding ("MOU") between Heartland Outreach Providers, LLC and the Raytown C-2 School District, a Missouri public school district ("School"). The parties agree to the following:

1. Hope Dental 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 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 a Hope Dental 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 any student that needs support. ("Preventative Services").

c. Cavity fillings, crowns, simple extractions, and pulpotomy work for opt-in/eligible students diagnosed with restorative dentistry issues ("Restorative Services"). The services listed in Sections 1a-c are collectively referred to as the "Services."

2. Hope Dental will be on-site at each of the designated schools during the 2023-2024 school year to provide the services at dates mutually agreed upon in advance by the parties. Hope Dental will make best efforts to provide the services on the designated dates agreed upon by both parties. Hope Dental will pilot said services during the 2022-2023 school year with designated sites. At the conclusion of the 2023-2024 school year, by mutual agreement, the parties may agree in writing to execute a one-year renewal of this MOU.

3. The School will, at no cost to Hope Dental, provide Hope Dental with space reasonably necessary to conduct the Services, and will make utility services reasonably available to Hope Dental to conduct the Services. The School will ensure access to high-speed internet to meet the needs of Hope Dental X-ray and Imaging equipment. Hope Dental will provide all reasonably necessary equipment, machinery, and supplies to conduct the Services.

4. The Services will be provided at no cost to the School, and in no event shall the School be liable for the costs of any Service provided to any student. School acknowledges and agrees that Hope Dental or its designee shall be solely responsible for billing and collecting from

patients and third party payors all fees for Services performed by Hope Dental at the designated sites.

5. Hope Dental (or its contractors) and the 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. Hope Dental will continue to market to School families and students via social media and email campaigns.

6. Hope Dental agrees that all Services will be provided by Hope Dental 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 Hope Dental employees who have passed a background check as specified below in Paragraph 8.

7. Hope Dental will be responsible for obtaining all consent, which may be required by law or applicable regulation, from all necessary parties prior to providing Services to any student. School will reasonably assist Hope Dental in this endeavor.

8. Hope Dental agrees that any person who may in any way provide or supervise 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. Hope Dental will determine whether personnel have passed the Background Checks, provided that if any record indicating a finding or plea of guilty to any felony or crime involving moral turpitude, or any offense stated in RSMo. § 168.071, will automatically result in a failed Background Check. Within three (3) days of a written request by the School, Hope Dental agrees it will provide written confirmation that any person providing or supervising Services has passed all Background Checks and are, therefore, eligible to provide or supervise 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.

9. If School determines, in its reasonable discretion, that any person is not providing the Services in a satisfactory manner, or any issues of behavior, inappropriate conduct, or other concerns occur, School shall notify Hope Dental in writing and Hope Dental shall immediately prohibit such individual from continuing to provide Services pursuant to this MOU.

10. During the performance of their obligations under this MOU, School and Hope Dental 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.

10. Hope Dental 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"). Such Student Information is protected by federal

and state law, including 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, Hope Dental shall 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, Hope Dental shall not disclose any Student Information to any third party, except as legally may be required in the course of performing the Services, as allowed by this MOU, or as permitted by federal or state law.

11. Hope Dental 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 in accordance with applicable law. 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 the sovereign immunity provisions pursuant to RSMo. § 537.600, et seq.

12. 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. 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 the sovereign immunity provisions pursuant to RSMo. § 537.600, et seq.

13. 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.

14. Hope Dental and the 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.

15. 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 written 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. Either party may exercise the option to terminate this MOU, without cause, by providing 15 days' notice in writing to the other party.

16. This MOU will be construed and enforced in accordance with Missouri law. The parties agree any litigation arising out of this MOU will be litigated in the State of Missouri, Jackson County, and the United States District Court for the Western District of Missouri, as appropriate.

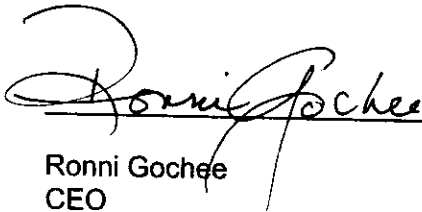
17. Prior to commencement of the Services, Hope Dental shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Hope Dental shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an undocumented worker in connection with the contracted services.

We are extremely excited to bring our Services to the Raytown C-2 School District and look forward to working together to strengthen our kids and community.

IN WITNESS WHEREOF, the Parties hereto executed this MOU by their duly authorized representatives.

Representative Name and Title
Raytown C-2 School District

Date



Ronni Gochee
CEO

11/03/2022
Date

Heartland Outreach Providers, LLC- Hope Dental

Effective Date: