

## MEMORANDUM OF UNDERSTANDING FOR MOBILE DENTAL SERVICES

This Memorandum of Understanding (“MOU”) for mobile dental services is made and entered into by and between **HEALTH HELP INC., D/B/A WHITE HOUSE CLINICS**, a Kentucky non-profit corporation, of 1010 Main Street South, McKee, Kentucky 40447 (“WHC”) and \_\_\_\_\_ (“District”), on the date of the parties’ signatures below.

1. **Mobile Services.** During the Term of this MOU, WHC will operate a mobile dental clinic (“Clinic”) as a licensed extension site of its primary care center to provide dental care, as well as enabling services, and associated financial counseling, outreach and benefit enrollment (“Services”) to the students, faculty and staff of the District and their families.
2. **Term.** The term of this MOU shall be as follows:
  - a. Unless otherwise terminated pursuant to this section, this MOU is effective on the date of the parties’ signatures below and shall continue through and including the 2023-2024 academic school year (“Term”). This MOU shall automatically renew for additional, successive one-year terms unless either party terminates the MOU by written notice not less than one hundred twenty (120) calendar days prior to the applicable academic school year.
  - b. Termination Without Cause. This MOU may be terminated by either party without cause upon ninety (90) calendar days’ written notice to the other party.
  - c. Immediate Termination. This MOU may be terminated immediately for any of the following reasons:
    - i. In the event of the failure of WHC to obtain or maintain all necessary licenses and certifications required for the operation of Clinic;
    - ii. Upon the cancellation of WHC’s professional and/or general liability insurance required under this MOU;
    - iii. Upon a party’s assignment of the MOU without the prior written consent of the other party;
    - iv. If a party becomes insolvent, or if a petition for relief is filed by a party in bankruptcy court, or if a party applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver, or makes a general assignment for the benefit of creditors;
    - v. In the event WHC has been determined by a court, agency or other adjudicative body to have violated any applicable federal or state statute, regulation, rule or applicable code of professional conduct, the violation of which would call into question the continued ability of WHC to provide the Services in an appropriate manner; or
    - vi. In the event of legislative changes that make the operation of mobile dentistry infeasible or such that continued performance hereunder would subject the party to civil or criminal liability.

- d. Consequences of Termination. Upon termination, each party shall, within thirty (30) days of the termination, return to the other party all property and confidential information (and copies thereof) received from the other party, to the extent reasonably feasible. If return of some or all of the confidential information is not reasonably feasible, the receiving party shall destroy the confidential information and copies thereof in its possession, custody or control and shall certify the same to the disclosing party within thirty (30) days of termination, unless such destruction is prohibited by federal or state law. It is hereby understood that protected health information and medical records are excluded from the operation of this paragraph.
- e. Mitigation. Both parties shall act in good faith to mitigate any damages that the other party may sustain by virtue of default or termination of this MOU.

3. **Staffing of Clinic and Hours of Clinic Operation.** The mobile dentistry unit will operate \_\_\_\_\_ days per month in the District. On days when the Clinic is present in the District, it is anticipated that WHC shall operate from approximately 8:00 a.m. to approximately 4:00 p.m. each day. WHC shall staff the mobile unit with a licensed dentist and a dental assistant. WHC will also provide support staff necessary to provide patient access to enrollment in WHC's sliding fee discount program and/or access to assistors who can help families sign up for Medicaid, Medicare or the benefit exchange program to obtain insurance coverage. WHC will provide access to its enabling services program to address barriers to healthcare. WHC shall ensure all Clinic staff are licensed and/or certified as required by law. WHC shall provide all supervision needed for patient treatment and other Clinic services.

The parties acknowledge and agree that the following shall apply to all Clinic Staff, provided, however, that all Clinic Staff shall be employees or contractors of WHC, as the case may be, and shall not be considered employees of the District for any purpose:

- a. Clinic Staff shall remain WHC employees or contractors, as the case may be, and shall be subject to WHC's direction, discipline and control as defined between those parties;
- b. Clinic Staff shall not be eligible for benefits through District, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance.
- c. District shall have the right to request temporary or permanent removal of a Clinic Staff member if there is reasonable cause for such a request including, but not limited to, the following: the staff member refuses to cooperate with terms set out in this MOU, or the District learns the staff member has been charged with a sex crime or violent offense crime like those covered in KRS 17.165;
- d. District shall have the right to prohibit a Clinic Staff member from coming onto school property, including Clinic space, if there is a reasonable cause to do so including, but not limited to, the following; District learns staff member has failed a criminal background check as specified in this MOU, or District learns the staff member has been charged with a sex crime or violent offense crime like those covered in KRS 17.165;

- e. All Clinic Staff who work on school property shall undergo state and federal criminal background checks that satisfy KRS 160.380(5) and (6)(a)(5) (as an independent contractor providing services directly to students). WHC shall conduct such background checks before Clinic Staff begins working in Clinic and will use its best efforts to make sure that no Clinic Staff with a history of violent offenses or of being charged with a sex crime shall be employed by WHC in Clinics. The result of such checks on a particular employee shall be provided to District upon request. Such information shall be maintained as confidential by District and shall not be distributed or disclosed to any person or entity except where necessary for legitimate school businesses or where in response to summons or court order;
  - f. WHC shall promptly notify District if WHC becomes aware that any Clinic Staff working in the mobile unit is or has been charged with an offense that, if convicted, would disqualify him or her under KRS 160.380 (even though he or she is not a school employee) or from entry onto school property under KRS 17.165;
  - g. All Clinic Staff who work on school property shall be in compliance with KRS 17.165 and any related District policies, provided that District shall provide copies of such policies and any amendments thereto to WHC. Any amendments to the District's policies shall not be applicable to WHC unless WHC is provided copies by District at least thirty (30) calendar days prior to the date they are intended to take effect.
4. **Consideration.** For the Services herein defined, WHC will be compensated by its usual billing and collection procedures in accordance with WHC guidelines and fee schedules currently in force or as may be adopted by WHC from time to time and in accordance with applicable state and federal laws. Student insurances will be billed directly. For students without insurance, WHC shall provide a contractual discount off its usual and customary charge for the Services to a flat fee of \$20 per visit. Additionally, as a commitment to the oral health of students, WHC will provide a grant in the amount of \$1000 per academic year toward said flat fees. WHC shall be solely responsible for all aspects of billing related to services it provides pursuant to this MOU. The parties acknowledge and agree that District is not responsible for such billing in any way. The parties further acknowledge and agree that District will not review any claims submitted to governmental or private third-party payors by WHC nor does it certify the truth, accuracy, or legality of any information contained in such claims. All amounts billed and collected for Services by WHC pursuant to this MOU shall belong solely to WHC and District shall make no claims to any such amounts.
5. **Operation of Clinic**
- a. Services. Subject to the terms of the MOU, it shall be in the sole discretion of WHC to determine the Services, treatment, and level of care needed for anyone treated by WHC in the Clinic. WHC shall be solely responsible for the delivery of Services at the Clinic, including but not limited to exclusive control over all recordkeeping, billing, and other clerical functions and obligations for the Clinic. District acknowledges and agrees that it cannot interfere with or direct the clinical decision-making or methods by which WHC and

its employees perform services at the Clinic. As a result, District makes no representation and shall have no liability of any kind with respect to any aspect of the professional Services provided by WHC and its employees in relation to this MOU.

- b. Referrals. The parties agree that nothing in this MOU is intended to require, nor requires or provides payment for, the referral of patients to WHC by either District or its representatives.
- c. Consent and Release of Information. Before a student or other minor may be seen in the Clinic, the student or minor shall complete the WHC Clinic student registration packet, including a valid and effective consent form signed by a parent, legal guardian, or by the emancipated minor student. The WHC Clinic student registration packet shall be in a form either prepared by or otherwise acceptable to WHC. This WHC Clinic student registration packet shall contain a provision permitting the Clinic to treat a student when the parent, guardian, or emancipated student has appropriately identified the Clinic as one of the student's health care providers. The District shall assist WHC in obtaining signed copies of the WHC Clinic student registration packet and the various consent forms as described in this paragraph for each District student seeking care. The parties acknowledge and agree that medical records to be established and maintained by WHC as provided in the MOU will contain confidential and privileged information and that release of such information is restricted by the Kentucky Revised Statutes, Kentucky Administrative Regulations, and the federal Health Insurance Portability and Accountability Act (HIPAA). WHC will release confidential and privileged information to parents and legal guardians as permissible under the aforesaid laws and in accordance with WHC rules and regulations.

**6. Space for Operation of Mobile Unit.** At no charge, District shall provide WHC with a level, adequate space in a mutually acceptable location on District's campus, accessible to students, in order to operate mobile Clinic, on a regular basis ("Clinic Space"). Where possible, District shall also provide WHC with access to an external water source. WHC shall provide all other equipment and supplies needed to operate Clinic. WHC may have the option to place signage at Clinic and District's schools, subject to District's prior approval.

**7. Licensure and Compliance.**

- a. **No Remuneration for Referrals.** The parties acknowledge and agree that neither party is entitled to any payment or compensation from the other party for any services, rights, or privileges other than as specifically provided in the MOU. WHC shall not offer or give remuneration, either direct or indirect, for the referral of patients or for arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicaid or Medicare, or which otherwise may be deemed to violate any federal or Kentucky law.
- b. **Licenses and Certificates.** WHC shall be solely responsible for securing all necessary license and certificates required by law for operation of the Clinic, both for its employees and for the actual Clinic, including certificates of need if required by law. WHC shall

promptly notify District if any relevant licenses or certificates, including licenses or certificates of Clinic Staff, are suspended, revoked, or lapsed.

- c. **Compliance with Laws.** WHC shall comply with all applicable state and federal civil rights laws, including but not limited to, KRS Chapter 344 and the Americans with Disabilities Act, regarding operation of the Clinic and interaction with District students. WHC shall comply with applicable provisions of OSHA and KOSHA regarding operation of Clinic.

## 8. **Insurance and Indemnification.**

- a. **Liability Insurance.** The parties hereto acknowledge that WHC's professional liability is covered by the Federal Tort Claims Act. However, in the event WHC ceases to be covered by the FTCA for any reason, WHC shall carry professional liability insurance coverage of at least \$1 million per occurrence and \$3 million in the aggregate.
- b. **Occurrence Coverage.** WHC shall also carry "occurrence" coverage for general liability claims that could arise out of WHC's operation of the Clinic. Such coverage shall be for at least \$1 million per occurrence and \$3 million in the aggregate.
- c. **Indemnification.** WHC agrees to indemnify and hold District and its employees harmless for any liability that results from any acts or omissions of WHC, its contractors, or its employees arising out of the Clinic's operation, including but not limited to liability based on WHC's use of the WHC Clinic name, except that WHC shall not indemnify District for malpractice coverage under the FTCA and does not attempt to do so. District agrees to indemnify and hold WHC and its employees harmless for any liability that results from any acts or omissions of District, its contractors, or its employees arising out of this MOU.

9. **Assignment.** This MOU may not be assigned to any party without the prior written consent of the other party hereto. Any attempted assignment in the absence of such consent shall be voided as if never assigned at all.

10. **Notices.** All notices under this MOU shall be sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, Federal Express or other expedited delivery service, or delivered personally to the parties through the undersigned at the address designated below. The date of the notice shall be the date of the postmark or, if by personal delivery, the date delivery is made.

11. **Counterparts.** This MOU may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. **Third Parties.** Nothing in this MOU shall be construed as creating any rights in any third parties of any persons other than District and WHC.

WITNESS the signatures of the parties as of the dates written below.

\_\_\_\_\_  
SCHOOL DISTRICT

HEALTH HELP INC., dba  
WHITE HOUSE CLINICS

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Stephanie Courtright Moore, MPA, CMPE  
Chief Executive Officer  
401 Highland Park Drive  
Richmond, KY 40475

Address

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

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