

**Memorandum of Agreement
Between the
County of Monterey
and
K. H. AZAD DENTAL CORPORATION, D.B.A. CALIDENTAL SEASIDE**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and K. H. AZAD DENTAL CORPORATION dba CALIDENTAL SEASIDE (hereinafter “CALIDENTAL”).

- 1.0 Background:** The overarching goal of the County of Monterey, Local Oral Health Program (LOHP) is to build disease prevention capacity and improve the oral health of Monterey County residents through prevention, education, and organized community efforts. The LOHP’s vision is to reduce the risk of chronic disease factors by reducing dental caries, increasing access to dental homes, and reducing health disparities. The reduction of health disparities is accomplished through a two-pronged approach: improved self-care and preventive behaviors by approaching education in a culturally and linguistically appropriate manner and providing ongoing professional care through evidence-based public health approaches. During the 2021-2022 school year, 1,999 students participated in a kindergarten oral health assessment in Monterey County. Of the students screened, 383 students (19 percent), had untreated tooth decay. An increase in dental homes and professional care that utilize evidence-based approaches will reduce the number of students with dental caries.
- 1.1** County and **CALIDENTAL** have a common objective: to promote and facilitate oral health services, education, and disease prevention for Monterey County children and their parents. The LOHP, in collaboration with **CALIDENTAL**, will provide dental screenings to kindergarten students at four Monterey Peninsula Unified School District (MPUSD) elementary schools where 80% of students are eligible for Free or Reduced-Price Meals (FRPM). High percentage of students eligible for FRPM serves as a surrogate for increased risk for untreated dental decay and poor oral health. The four MPUSD schools identified within the mentioned FRPM guidelines are: Del Rey Elementary, Martin Luther King Elementary, Ord Terrace Elementary, and Marina Vista Elementary. Passive parent opt-out consent forms for participation in oral health screenings, education and referrals to dental providers, will be distributed to parents by MPSUSD staff in collaboration with LOPH in advance of screening events. Parents who opt out of oral health screenings will be required to sign and return the opt-out consent form to their child’s school. An estimated 211 kindergarten students will be screened by **CALIDENTAL**.
- 2.0 Term:** Subject to funding, this AGREEMENT will become effective upon execution to June 30, 2027. This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with a thirty (30) day advance written notice.
- 3.0 Notices:** Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

County of Monterey Health Department
Jairo Hernandez, Health Program Coordinator
Telephone: (831) 796-2864
Email: hernandezja@countyofmonterey.gov

CaliDental Seaside
Randa Seif, Chief Operating Officer
Telephone: (805) 202-4988
Email: rseif@calidentalsmiles.com

- 4.0 Communication:** County and **CALIDENTAL** will communicate as needed throughout the term of the AGREEMENT. Communication includes email, telephonic, virtual platforms, and face to face meetings.
- 5.0 Participants to be served:** Kindergarten students without completed and returned passive opt-out consent forms at Del Rey Elementary School, Martin Luther King Elementary School, Ord Terrace Elementary School, and Marina Vista Elementary School.
- 6.0 County Responsibilities:** In collaboration with MPUSD, County LOHP is responsible for:
1. Providing a facility/space where dental providers can screen and promote events through flyers and school information systems.
 2. Distributing and collecting passive parent consent forms (opt-out consent) to conduct dental screenings.
 3. Assisting in identifying staff, and parent volunteers to help as liaisons during the screening event at each school site.
 4. Establishing and implementing an event-based referral process to connect students and their parents with appropriate dental service providers based on the family's needs, including referral to dental services provided by CALIDENTAL.
- 7.0 CALIDENTAL Responsibilities:** In collaboration with LOHP, CALIDENTAL is responsible for:
1. Providing dental staff to perform oral health screenings.
 2. Providing personal protective equipment (PPE) such as masks and gloves to dental providers and oral health event volunteers to keep everyone safe during the oral health screening.
 3. Using the most recent CHDP/EPSTDT Dental Referral Classification Guide to classify students by urgency of treatment needs.
 4. Sharing student screening results with LOHP and MPUSD to coordinate referrals to dental care services.
 5. Offering emergency services at a CaliDental office location to students classified III or IV.
- 8.0 Mutual Indemnification:** County hereby agrees to indemnify, defend, and save harmless **CALIDENTAL** and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County's officers, agents, and employees in connections with the performance of this Agreement.
- 8.1** **CALIDENTAL** hereby agrees to indemnify, defend, and save harmless County and its officers, agents, and employees, to the extent permitted by applicable law, from and against

any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by **CALIDENTAL** or **CALIDENTAL'S** officers, agents, and employees in connections with the performance of this Agreement.

- 8.2** Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey
1270 Natividad Road
Salinas, CA 93906

CaliDental Seaside
3870 Broad St, Ste 1
San Luis Obispo, California 93401

- 8.3** Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

- 9.0 Fiscal Provisions:** There is no exchange of funds between parties associated with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows.

COUNTY OF MONTEREY


By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)


Date: _____

Approved as to Form
Office of County Counsel
Susan K. Blicht, County Counsel

By:  _____
County Counsel

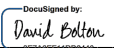
Date: 10/24/2024 | 11:11 AM PDT

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller

Date: 10/25/2024 | 1:24 PM PDT

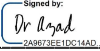
Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By:  _____
David Bolton, Risk Manager

Date: 10/25/2024 | 12:13 PM PDT


CALIDENTAL

K. H. Azad Dental Corporation dba CaliDental Seaside
Contractor/Business Name*

By:  _____
(Signature of Chair, President, or Vice President)

Koushan Azad, President
Name and Title

Date: 10/23/2024 | 10:37 AM PDT

By:  _____
(Signature of Chair, President, or Vice President)

Koushan Azad, Chief Financial Officer
Name and Title

Date: 10/23/2024 | 10:37 AM PDT

County Board of Supervisors' Agreement No _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profits corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute the Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9