

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
FOR FISCAL YEARS 2022-2023 THROUGH 2026-2027**

This Memorandum of Understanding (“MOU”), entered into this 15th day of March 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Klamath-Trinity Joint Unified School District, a state of California government entity, hereinafter referred to as “SCHOOL DISTRICT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health Local Oral Health Program (“DHHS – Public Health”) desires to work collaboratively with local schools to support good oral health and education through dental screenings;

WHEREAS, COUNTY and SCHOOL DISTRICT desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the support of good oral health and education through dental screenings; the collection, and appropriate support of children identified with dental disease;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF SCHOOL DISTRICT:

- A. Inform all Elementary schools in the school district of this agreement and its implications.
- B. Follow steps outlined in Exhibit B – Dental Screening Process (“Exhibit B”) to ensure dental screenings are conducted and the appropriate data is collected, aggregated, and shared between appropriate staff as determined by PH and individual schools including but not limited to the school nurse, principal, teacher, and secretarial staff.
- C. Follow steps outlined in Exhibit C – Urgent Care Identified Process (“Exhibit C”) to ensure children identified as needing urgent care receive the necessary care as soon as possible.
- D. Ensure that participating schools provide adequate facilities and equipment, including but not limited to; adequate space for patient and operator chairs, tables for dental supplies, educational materials, and incentives; adequate ventilation per school requirements of Covid-19 per Center for Disease Control (CDC) and/or California Department of Public Health (CDPH), and access to hand-washing sink with soap and paper towels.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. Obtain and verify that all licensed dental providers are current with their professional licenses and professional and general liability insurance. These records will be maintained for three years after the event(s).
- B. Ensure that all dental providers have been notified in writing that compliance with California Education Code Section 51520(b) is mandatory as follows:
 - “A licensed dentist who provides voluntary dental health screening programs for pupils on school premises, shall not solicit a pupil, or the pupil's parent or guardian, or encourage, or advise treatment or consultation for the pupil by the licensed dentist, or any entity in which the licensed dentist has a financial interest, for any condition discovered in the course of the dental health screening. It is the intent of the Legislature that no licensed dentist use voluntary dental health screening programs for the generation of referrals or for financial benefit. The Legislature does not intend to deny or limit freedom of choice in the selection of an appropriate dental provider for treatment or consultation.”
- C. Assist Humboldt County Office of Education (“HCOE”) in the secure gathering, recording, and communication of dental screening data as outlined in Exhibit B.
- D. Assist in the contact of parents/guardians of children with urgent care needed and early treatment recommended to help in care coordination as outlined in Exhibit C.
- E. Provide oral health educational sessions and materials for students during the school year when appropriate times/spaces are specified by both parties.
- F. With parent/guardian written consent obtained by PH-OH and the schools, see Exhibit E – Passive Consent Form “Exhibit E”, PH staff or designated individual will apply fluoride varnish to the child. PH is responsible for ensuring fluoride varnish consent forms on file for each child.

3. MUTUAL RIGHTS AND RESPONSIBILITIES:

- A. Ensure both parties abide by current Centers for Disease Control and Prevention (“CDC”) guidelines taking all necessary precautions and using Personal Protective Equipment (“PPE”) to reduce the risk of transmitting diseases.
- B. Ensure that children identified as needing urgent dental care are navigated to care as appropriate.
- C. Act in accordance with Senate Bill 372 Section 49452.8 including the proper notification of the screening to the parents and/or guardians and conducting of screenings based off of passive consent (see Passive Consent Form – Exhibit E) as follows:
 - “(3) (A) A section stating that, if a school or school district hosts a free oral health assessment event at which licensed dentists or other licensed or registered dental health professionals perform school site assessments of pupils enrolled in the school, a pupil shall be given an oral health assessment unless the parent or legal guardian of the pupil has opted out of the school site assessment pursuant to subparagraph (B).”

4. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30th, 2027 unless sooner terminated as provided herein.

5. TERMINATION:

A. Breach of Contract. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.

B. Without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health, Oral Health Program
Attention: Sarah Vogel, Oral Health Program Services Coordinator
908 7th Street
Eureka, California 95501

SCHOOL
DISTRICT: Klamath-Trinity Joint School District
Attention: Jennifer Lane, Klamath-Trinity Joint Unified School District
Superintendent
Post Office Box 1308
Hoopa, California 95546-1308
or by email: jlane@ktjusd.k12.ca.us

7. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained

in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, SCHOOL DISTRICT certifies that it is not a Nuclear Weapons Contractor, in that SCHOOL DISTRICT is not knowingly or intentionally engaged in the KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT MOU FY 22/23-26/27

research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SCHOOL DISTRICT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if SCHOOL DISTRICT subsequently becomes a Nuclear Weapons Contractor.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

SCHOOL

DISTRICT: Klamath-Trinity Joint School District
Attention: Jennifer Lane, Klamath-Trinity Joint Unified School District
Superintendent
Post Office Box 1308
Hoopa, California 95546-1308
or by email: jlane@ktjUSD.k12.ca.us

14. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereto agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereto agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. Conflict of Interest Requirements. Each party hereto agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

16. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

17. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

18. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

23. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

24. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of
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both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

25. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Laura McEwen – Local Oral Health Program (LOHP) Coordinator in accordance with the notice requirements set forth herein.

28. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality, licensing and certification requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 9 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. CONFLICTING TERMS OR CONDITIONS:

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In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall

be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

36. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

SCHOOL DISTRICT:

By: Jennifer Lane

Date: 3/15/23

Name: Jennifer Lane

Title: Superintendent

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman
Risk Management

Date 4-7-2023

LIST OF EXHIBITS:

- Exhibit A – Oral Health Assessment Screening Process
- Exhibit B – Urgent Care Identified Process
- Exhibit C – Kindergarten Oral Health Assessment Form (KOHA) and School Reporting Form
- Exhibit D – Passive Consent Form

EXHIBIT A

Oral Health Assessment Screening Process

1. School assigns point-person for Dental Screening facilitation.
 - a. If Dental Screening requires completion of a Kindergarten Oral Health Assessment form (“KOHA”), see next section ‘KOHA Process’.
2. DHHS – Public Health’s Local Oral Health Program (PH-OH) schedules school Dental Screenings.
 - a. Dental Screenings are done with passive consent forms pursuant to SB 379 (Exhibit E). All children will be screened unless parents and/or guardians opt their child out. The passive consent form with option to opt out is sent home via classroom teacher. In addition, parents are notified a minimum of two (2) other ways by both PH-OH staff and schools such as electronic text, automated voicemail (“BOLO” Be on the Lookout), email, school newsletter, banners at front of school, and/or school signage.
 - b. Included in the opt out form is the notification that all children identified with “Early dental care recommended” or “Urgent care needed” will be contacted by PH-OH care coordinators.
 - c. Parents and/or guardians can give authorization for the application of fluoride varnish to their child. This consent is part of the opt out packet provided to parents and/or guardians.
 - d. Schools provide directory level information to PH-OH for classes being screened that includes the following: Section 1’s demographic information and parent/guardian phone number.
 - e. PH-OH staff will fill out Section 1 of Dental Screening form prior to the screening.
3. Dental Screenings are performed by the dental professional. Dentist or assistant fills out Section 2. Dental professional signs and includes license number.
 - a. If child is identified as needing Urgent Care by the dental professional, the appropriate steps are then taken as outlined in Exhibit C.
4. PH-OH scans a copy of Dental Screening form for PH-OH records, and PH-OH sends original copy home to parent/guardian of the respective student screened.
5. PH-OH aggregates dental data. PH-OH provides aggregated the data for all students and shares with school.
6. PH-OH Care Coordinators follow up with parents and/or guardians of children identified as needing Urgent Care and/or early dental treatment recommended.

KOHA (Kindergarten Oral Health Assessment) Process

1. School assigns point-person for KOHA related activities.
2. Schools send out KOHA form and letter at beginning of school year in registration packet to parents and/or guardians.
 - a. Parent/guardian has until the end of child’s first year of school to turn in KOHA form to the school.
3. PH-OH program schedules school screenings.

- a. Schools provide directory level information to PH-OH for Transitional Kindergartners and/or Kindergartners that includes the demographic information included in Section 1 of the KOHA, as well as the parent and/or guardian phone number.
 - b. Screenings are done with passive consent forms. All children will be screened unless parents/guardians opt out. The opt out form is sent to every parent/guardian of student and hand delivered by classroom teacher or child. In addition, parents are notified a minimum of two (2) other ways such as electronic text, automated voicemail "Be on the Look Out" (BOLO), email, school newsletter, banners at front of school, and/or school signage.
 - c. Within the opt out form is the notification that all children identified with Early dental care recommended and Urgent care needed will be contacted by PH-OH care coordinators.
 - d. Parent/guardian can give authorization for the application of fluoride varnish to their child. This consent is part of the opt out packet provided to parent/guardian.
4. Dental screenings performed and dental professional. Dentist or assistant fills out Section 2. Dental professional signs and includes license number.
 5. PH-OH scans a copy of KOHA form for PH-OH records, and PH-OH sends copy home to parent.
 6. School aggregates data from ALL KOHA forms collected and sends to HCOE.
 - a. The PH-OH will provide guidance and assistance as needed.
 7. HCOE uploads data to the System for California Oral Health Reporting (SCOHR) system.

EXHIBIT B

Urgent Care Identified Process

1. Child identified as needing Urgent Care by dental professional during screening (within 24-48 hours child should get treatment)
2. Schools will follow their normal protocol for medical emergencies. In general, PH-OH recommends the following:
 - a. The student is escorted back to class. Student is advised of their need for urgent care at the discretion of PH and school staff.
 - b. PH-OH informs school secretary or other designated personnel of the Dental Screening results and that the child needs urgent dental care within 24-48 hours.
 - c. School personnel calls parent/guardian and follows the below protocol:
 - i. Informs parent/guardian of dental screening results and the need to seek care within 24-48 hrs.
 - ii. Child needs to be picked up from school by a parent and/or guardian as soon as possible.
 - iii. School personnel asks parent if child has current dentist, who the dentist is, as well as what insurance the child has.
 - iv. Informs the parent/guardian that when they arrive, they can get help making a dental appt with Smile Humboldt Family (SHF) – when feasible a PH-OH Care Coordinator will be available in person to assist parent/guardian.
 - v. Parent/guardian is given dental info sheet informing them of child's dental need and appropriate resources/steps to take.
 - vi. PH-OH will work with parent/guardian and/or school personnel to ensure an appointment for child is made and child receives treatment.
 - vii. PH-OH and school informs necessary staff (i.e. teacher, nurse) of dental screening results and child's recommended follow up.
 - viii. Dental screening data will be shared between the school and PH-OH when deemed necessary.

EXHIBIT C

California Department of Public Health
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Oral Health Assessment Form

California law (*Education Code* Section 49452.8) says every child must have a dental check-up (assessment) by May 31st of his/her first year in public school. A California licensed dental professional must do the check-up and fill out Section 2 of this form. If your child had a dental check-up in the last 12 months, ask your dentist to fill out Section 2. If you are unable to get a dental check-up for your child, fill out the separate Waiver of Oral Health Assessment Requirement Form.

This assessment will let you know if there are any dental problems that need attention by a dentist. This assessment will also be used to evaluate our oral health programs. Children need good oral health to speak with confidence, express themselves, be healthy and, ready to learn. Poor oral health has been related to lower school performance, poor social relationships, and less success later in life. For this reason, we thank you for making this contribution to the health and well-being of California's children.

Section 1: Child's Information (Filled out by parent or guardian)

Child's First Name:	Last Name:	Middle Initial:	Child's Birth Date: MM - DD - YYYY
Address:			Apt.:
City:		ZIP Code: 	
School Name:	Teacher:	Grade:	Year child starts kindergarten: Y Y Y Y
Parent/Guardian First Name:	Parent/Guardian Last Name:		Child's Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Child's Race/Ethnicity:	<input type="checkbox"/> White <input type="checkbox"/> Native American <input type="checkbox"/> Black/African American <input type="checkbox"/> Multi-racial <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> Unknown <input type="checkbox"/> Other (please specify)		

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Section 2: Oral Health Data Collection (Filled out by a California licensed dental professional)

IMPORTANT NOTE: Consider each box separately. Mark each box.

Assessment Date: MM – DD – YYYY	Untreated Decay (Visible Decay Present) <input type="checkbox"/> Yes <input type="checkbox"/> No	*Caries Experience (Visible decay and/or fillings present) <input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Urgency: <input type="radio"/> No obvious problem found <input type="radio"/> Early dental care recommended (caries without pain or infection; or child would benefit from sealants or further evaluation) <input type="radio"/> Urgent care needed (pain, infection, swelling or soft tissue lesions)		
_____ Licensed Dental Professional Signature		_____ CA License Number
		_____ Date

*Check "Yes" for Caries experience if there is presence of untreated decay or fillings
 Check "No" for Caries experience if there is no untreated decay and no fillings

Section 3: Follow-up to Urgent Care (Filled out by entity responsible for follow up)

Parent notified that child has urgent dental care need on:	MM – DD – YYYY
A follow-up appointment for this child has been scheduled for:	MM – DD – YYYY
Did child receive needed treatment?	<input type="radio"/> Yes <input type="radio"/> No (If no, entity responsible for follow-up will be encouraged to check back in with parent) <input type="radio"/> I don't know

The law states schools must keep student health information private. Your child's name will not be part of any report as a result of this law. This information may only be used for purposes related to your child's health. If you have questions, please call your school.

Return this form to the school *no later than* May 31st of your child's first school year.

Original to be kept in child's school record.

KINDERGARTEN ORAL HEALTH ASSESSMENT DATA REPORTING FORM

20XX-20XX Reporting School Year

AB 1433 requires children entering public schools to undergo an oral health assessment as part of registration. As of May 31, 2012, all parents and guardians of kindergarteners must provide proof of an oral health assessment. Please fill in the appropriate numbers below and return to HCOE by May 31. (One form per school site)

DATE	SCHOOL
PERSON FILLING OUT FORM	JOB TITLE
OFFICE PHONE	EMAIL ADDRESS

A	B	C	D	E	F	G	H	I
The total number of students at the school eligible for the assessment	The total number of students presenting proof of an assessment	The total number of students that presented a waiver for the purpose of financial burden	The total number of students that presented a waiver for lack of access to a doctor	The total number of students that presented a waiver for reasons of non-consent by parents	The total number of students that did not return either a proof of an assessment or a waiver to the school	The total number of students that were found to have untreated decay	The total number of students that were found to have caries experience	The total number of students with urgent care needed

Signature of Individual Completing Report

Education Code Section 49452.8 states that all school districts shall, by May 31st of each year, submit a report to the County Office of Education of the county in which the school district is located.

To access SCOHR (System for California Oral Health Reporting), visit <https://www.ab1433.org/>

How to fill out the KOHA Data Reporting Form Using Sections 2 & 3 of the KOHA

B # of students who have completed section 2 on the KOHA or provided other proof of an assessment

A	B	C	D	E	F	G	H	I
The total number of students at the school eligible for the assessment	The total number of students preventing proof of an assessment	The total number of students that presented a waiver for the purpose of financial burden	The total number of students that presented a waiver for lack of access to a doctor	The total number of students that presented a waiver for reasons of non-consent by parents	The total number of students that did not return either a proof of an assessment or a waiver to the school	The total number of students that were found to have untreated decay	The total number of students that were found to have caries experience	The total number of students with urgent care needed

A # of students enrolled in Kindergarten

F # of students who did NOT return a KOHA or waiver

H **G**
Section 2: Oral Health Data Collection (Filled out by a California licensed dental professional)

IMPORTANT NOTE: Consider each box separately. Mark each box.

Assessment Date:	H Caries Experience (Visible decay and/or fillings present) <input type="checkbox"/> Yes <input type="checkbox"/> No	G Visible Decay Present: <input type="checkbox"/> Yes <input type="checkbox"/> No	Treatment Urgency: <input type="checkbox"/> No obvious problem found <input type="checkbox"/> Early dental care recommended (caries without pain or infection; or child would benefit from sealants or further evaluation) <input type="checkbox"/> Urgent care needed (pain, infection, swelling or soft tissue lesions)
_____ Licensed Dental Professional Signature			_____ CA License Number
			_____ Date

I # of students who need urgent dental care

Section 3: Waiver of Oral Health Assessment Requirement

To be filled out by parent or guardian asking to be excused from this requirement

Please excuse my child from the dental check-up because: (Check the box that best describes the reason)

D I am unable to find a dental office that will take my child's dental insurance plan.

My child's dental insurance plan is:
 Medi-Cal/Denti-Cal Healthy Families Healthy Kids Other _____

C I cannot afford a dental check-up for my child.

E I do not want my child to receive a dental check-up.

EXHIBIT D

Passive Consent Form



Attention: TK and Kindergarten Parents/Guardians

Smile Humboldt is offering free Kindergarten dental Screenings*

A Kindergarten Oral Health Assessment is required for all Kindergartners.

Child's Name: _____

Child's Grade: _____ Child's Teacher: _____

Check this box if you would like your child to receive fluoride varnish* with the dental screening.

* A **dental screening** is when a dental professional looks into your child's mouth with a light to see if there are obvious cavities. A mouth mirror may be used to gently move the tongue or cheek out of the way. You will receive a copy of the screening results. **If your child has an urgent need or early dental care is recommended, then *Smile Humboldt* will contact you.** This does not replace a full dental exam.

***Fluoride varnish** is a thick liquid painted on the teeth with a small brush. It is flavored, easy to apply and dries quickly. It strengthens teeth, helps prevent cavities, and can stop cavities that have already started.

Your child will receive a dental screening unless you check this box.

Check this box if you **DO NOT** want your child to be screened.

Call or text Smile Humboldt staff with any questions (707) 476-4949



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