

**ST. ELIZABETH'S HEALTH CENTER, INC. AND
AMPHITHEATER UNIFIED SCHOOL DISTRICT
SCHOOL-BASED DENTAL HYGIENE CLINIC AGREEMENT**

This Agreement is made and entered into by ST. ELIZABETH'S HEALTH CENTER, INC., an Arizona non-profit corporation, 140 W. Speedway Blvd., Tucson, Arizona 85705 (hereinafter, "St. Elizabeth's") and AMPHITHEATER UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona, 701 W. Wetmore Rd., Tucson, Arizona 85705 (hereinafter the "DISTRICT") and is hereinafter referred to as the "Agreement". The District's authority to enter into this Agreement is set forth in A.R.S. § 15-1105, which allows a school district to permit the acceptance of in kind services in exchange for use of District property.

Recitals:

- A. The DISTRICT recognizes a need for its students to have reasonably accessible Dental Hygiene Clinic services in order to maximize their chances for success at school. In this regard, it is the DISTRICT's experience that, as a result of economic and other barriers, many students do not have such Dental Hygiene Clinic services reasonably accessible and thus are unable to achieve their full academic potential.
- B. The DISTRICT has determined that the availability of Dental Hygiene Clinic services on its school campuses would serve the best interest of its students, families and community, and that such clinic services would improve the students overall health, well being and academic performance.
- C. ST. ELIZABETH'S has funding to provide school-based Dental Hygiene Clinic services and has expressed willingness, and remains willing, to assist the DISTRICT by establishing school-based Dental Hygiene Clinics on DISTRICT campuses.
- D. The parties desire to enter into an Agreement evidencing the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration the parties agree as set forth below:

- 1. Services. ST. ELIZABETH'S agrees to provide those services described in the attached Exhibit "A", which is incorporated into the Agreement by this reference (the "Services"), which include general dental hygiene, fluoride treatments and educational services for students of the DISTRICT at scheduled times during the term of this Agreement. ST. ELIZABETH'S shall not charge the district or its students for the provision of these services for the District. ST. ELIZABETH'S will be expected to

provide services at a minimum, to an entire school. ST. ELIZABETH'S will only be responsible for the rendering of services for the school or schools agreed upon by both parties.

2. Sites and Furniture. The DISTRICT agrees to provide space in the existing school facilities for the On-Site School-Based Dental Hygiene Clinic (the "Clinic"). The DISTRICT shall be responsible for all utilities, housekeeping and maintenance services and shall ensure that any other use of the space shall not interfere with Services provided by ST. ELIZABETH'S at the CLINIC. The DISTRICT shall not be responsible for any loss or damage resulting from a possible disruption of such utility service. The space shall be equipped by the DISTRICT with the furniture needed to provide the Services. Such furniture is listed in the attached Exhibit B: which is incorporated in the Agreement by this reference.
3. Hours of Operation. The DISTRICT and ST. ELIZABETH'S will mutually determine the hours of operation for the CLINIC. Upon signing of this Agreement, it is estimated that ST. ELIZABETH'S will operate the CLINIC on a part time basis. Notwithstanding the foregoing, ST. ELIZABETH'S may elect at any time to increase the services and hours of operation to meet its need in providing care for students, subject to notification and approval of the DISTRICT. ST. ELIZABETH'S agrees to operate the CLINIC in a manner so as not to disrupt the educational activities of the DISTRICT. To apprise the staff and faculty of the DISTRICT of the services available at the CLINIC, ST. ELIZABETH'S will conduct workshops or in-service trainings as mutually agreed upon by the parties. St. Elizabeth's will also attend parent forums as mutually agreed upon by both parties.
4. Health Care Providers. ST. ELIZABETH'S acknowledges that other health care providers may be invited by DISTRICT to assist the DISTRICT with the task of providing health care and/or other dental services to the District's students at its campus. ST. ELIZABETH'S will be solely responsible for the acts or omissions of the health care professionals it invites to render the Services during its hours of operations in the CLINIC.
5. School Nurse. During the term of this Agreement, the DISTRICT may employ a school nurse who shall function in a manner consistent with federal, state, and local laws and regulations, District policy, and the District's nurse job description (hereinafter "School Nurse"). The School Nurse shall not be employed by ST. ELIZABETH'S and shall not be expected to perform job functions outside the functions listed on the DISTRICT'S School Nurse job description. The parties expressly agree that neither the School Nurse nor any other DISTRICT employee shall be considered ST. ELIZABETH'S employee,

agent, or representative for any purpose. However, this limitation is not intended to prevent the School Nurse or other DISTRICT employees from working cooperatively with ST. ELIZABETH'S or its providers or employees. The School Nurse, at their sole discretion, shall be able to make referrals to the CLINIC when appropriate.

6. Applicable Laws and Policies. The DISTRICT and ST. ELIZABETH'S shall comply with all applicable federal, state and local laws, rules and regulations, ST. ELIZABETH'S policies and procedures, and DISTRICT policies and procedures.
7. Fingerprint Clearance Card. Any ST. ELIZABETH employee, agent, or independent contractor that will regularly be on DISTRICT property or that will interact with DISTRICT students must obtain a valid Arizona Fingerprint Clearance Card pursuant to A.R.S. § 15-512 prior to providing the services contemplated by this Agreement.
8. Medication. ST. ELIZABETH'S will not operate a pharmacy at the CLINIC and no controlled substances shall be maintained at the CLINIC. ST. ELIZABETH'S shall comply with FDA regulations and DISTRICT policy regarding the storage of any medication.
9. Compensation. No compensation shall be exchanged under this agreement and there shall be no charge for the use of the space for the CLINIC or participation by ST. ELIZABETH personnel pursuant to this Agreement. The parties acknowledge that the DISTRICT accepts the services described in Exhibit A as in-kind consideration for the use of space by ST. ELIZABETH'S.
10. Dental Records. ST. ELIZABETH'S shall maintain any required dental records for every treated student in a timely manner that shall be easily readable. ST. ELIZABETH'S shall treat any required dental records as confidential information and shall comply with all applicable federal and state laws, rules and regulations governing the records, including the Health Insurance Portability and Accountability Act (HIPAA) and any ST. ELIZABETH policies and procedures adopted for compliance therewith. Upon termination or expiration of this Agreement, ST. ELIZABETH'S shall maintain the records at ST. ELIZABETH'S in accordance with ST. ELIZABETH'S medical records policies and procedures.
11. General Liability Insurance and Worker's compensation. Except as expressly provided herein, each party shall be responsible for providing all health, accident, workers compensation, liability and other appropriate insurance in commercially reasonable amounts for itself, its employees and agents, in connection with the obligations under this Agreement. ST. ELIZABETH'S shall maintain comprehensive general liability

insurance for itself, employees, and agents with limits of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate per occurrence or claim. ST. ELIZABETH'S will provide DISTRICT with certificates of insurance evidencing such coverage and will further provide the DISTRICT with at least thirty (30) days advance written notice of any cancellation or non-renewal. ST. ELIZABETH'S will have the DISTRICT named as an additional insured on such policy. Such insurance will be primary with respect to any other coverage or insurance otherwise available to the DISTRICT.

12. Indemnification by DISTRICT. To the extent permitted by law, the DISTRICT shall indemnify and save harmless ST. ELIZABETH'S against all actions, claims and demands whatsoever, including costs, expense and attorney's fee resulting from or claimed to have resulted from any intentional or negligent act or omission of the DISTRICT or its employees or independent contractors. This indemnification specifically provides for indemnitor liability for contribution and percent of liability under Arizona Revised Statutes 12-2509 et seq.
13. Indemnification by ST. ELIZABETH'S to the extent permitted by law. ST. ELIZABETH'S shall indemnify, defend, and save harmless the DISTRICT against all actions, claims and demands whatsoever, including costs, expense and attorney's fees resulting from or claimed to have resulted from any intentional or negligent act or omission of ST. ELIZABETH or its employees, agents, or independent contractors while on DISTRICT property or while acting under this Agreement. This indemnification specifically provides for indemnitor liability for contribution and percent of liability under Arizona Revised Statutes 12-2509 et seq.
14. Federal Tort Claims Act. Under Section 224 of the Public Health Service (PHS) Act, as amended by the Federally Supported Health Centers Assistance Act of 1992 and 1995, employees of St. Elizabeth's Health Center are deemed to be Federal Employees and eligible for participation in the Federal Tort Claims Act (FTCA). Under FTCA, SEHC employees, as Federal Employees, are immune from malpractice lawsuits resulting from the performance of medical, dental, or related functions that are within SEHC's approved scope of project.
15. Independent Contractors. This Agreement is not intended to create nor shall it be construed to create any relationship between ST. ELIZABETH and the DISTRICT other than that of an independent contractor contracting for the purpose of effecting the provisions of this Agreement. Neither party nor any of their respective representatives or employees shall be construed to be the agent, employer, employee or representative of the other party.

16. Responsibility for Provision of Care. ST. ELIZABETH shall be solely responsible for the adequacy and quality of the care and services it provides at the CLINIC during ST. ELIZABETH'S hours of operation. Nevertheless, ST. ELIZABETH'S recognizes that the DISTRICT may object to actions of a specific ST. ELIZABETH provider, employee or agent assigned to the CLINIC. The District's interest is limited to ensuring that persons interacting with the DISTRICT and the DISTRICT'S students do so in a reasonable and amicable fashion, consistent with the educational goals and philosophy of the DISTRICT. Therefore, without assuming any responsibility for the act or omission of any care provider, DISTRICT may object to the action of any ST. ELIZABETH care provider, employee or agent operating in connection with the CLINIC through the School Principal who shall notify ST. ELIZABETH of this fact, and meet with ST. ELIZABETH in a good faith effort to resolve the situation. If the efforts to resolve the DISTRICT'S concerns are unsuccessful, the DISTRICT may request of ST. ELIZABETH, in writing, that the care provider, employee or agent not be permitted to continue to work in connection with the CLINIC. If ST. ELIZABETH declines or fails to agree to the DISTRICT'S request within the (10) calendar days after receipt of such a request, the DISTRICT may terminate this Agreement upon ten (10) days' written notice thereafter.

17. Notice. Any notice required to be given under this agreement shall be in writing, and shall be deemed delivered when personally delivered or three (3) days after the same is sent by certified mail, postage prepaid as follows:

Intended to the DISTRICT: Superintendent
Amphitheater Unified School District
701 W. Wetmore Rd.
Tucson, AZ 85705
Ph: 520-696-5205

Intended to ST. ELIZABETH: CEO, St. Elizabeth's Health Center
140 W. Speedway Blvd., Ste. 100
Tucson, AZ 85705
Ph: 520-628-7871

18. No Waiver. Failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other exercise of that or any other right, power, or privilege.

19. Entire Agreement. This document and its exhibits shall constitute the entire Agreement between the parties as to the subject matter described herein, and supersedes all other understanding, oral or written. Any changes or modifications to the terms and conditions of the Agreement shall be in writing that approved and signed by both parties.
20. Term. The term of this Agreement is July 1, 2017 to June 30, 2018 unless terminated sooner as described herein. This Agreement may be renewed for each succeeding fiscal year if approved by the District Governing Board prior to the commencement of the succeeding fiscal year.
21. Termination. This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice. Both parties retain the right to terminate this Agreement upon 24 hour notice (written or telephonic) when one or more of the following occur:
- a. Failure by any party to maintain any licenses required to perform Services or to comply with applicable Federal, State laws, rules or regulations.
 - b. Cancellation, termination or material modifications of any funding provided for the CLINIC.

Upon termination, regardless of cause or reason, all right and obligations of the parties relating to the Services during the term of and under this Agreement shall survive the contract termination.

Statutory Termination. ST. ELIZABETH'S acknowledges that the DISTRICT has the statutory right for three (3) years under A.R.S. § 38-511 to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of DISTRICT is (i) an employee or agent of ST. ELIZABETH'S in any capacity, or (ii) a consultant to ST. ELIZABETH'S with respect to the subject matter of this Agreement.

22. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The District's authority to enter into this agreement is set forth in A.R.S § 15-1105, which allows a school district to permit uncompensated use of facilities under certain conditions. A suit to enforce any provision of this Agreement or to obtain any remedy with respect hereby must be brought in a court of competent jurisdiction in Pima County, Arizona (subject to any grievance procedure referenced in this Agreement) and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of the court.

- 23. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
- 24. Assignment. No rights or obligations of either party under this Agreement shall be assigned without the prior written approval of the other party which may be granted or withheld by the other party's sole discretion.
- 25. E-Verify. To the extent applicable under A.R.S 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S 23-214(A).
- 26. Israel Boycott. Pursuant to A.R.S 35-393, the Parties certify that they are not, and will not engage in a boycott of Israel as the term is defined in the statute.
- 27. Informed Consent/Permission of Student's Parents. ST. ELIZABETH'S acknowledges and agrees that the Dental Hygiene Services outlined in this agreement will only be provided to students whose parents have signed a written informed consent permission form as identified in Exhibit C to this Agreement.

ST. ELIZABETHS HEALTH CENTER, Inc.
An Arizona Non-Profit Corporation

AMPHITHEATER UNIFIED SCHOOL
DISTRICT

By: _____
Its: Chairman/CEO
Date: _____

Its: Superintendent
Date: _____

Exhibit A

SCOPE OF DENTAL CARE SERVICES TO BE PROVIDED INCLUDES:

1. General Visual Examination for the placement of fluoride.
2. Dental Hygiene care promotion, counseling, and guidance.
3. Fluoride treatment
4. Recommendations to parents regarding needed Dental care

Exhibit B

A LIST OF MATERIALS AND EQUIPMENT NEEDED AT EACH CLINIC SITE

Instructions: Please have on hand the following materials and equipment for day-to-day use in clinic

Item	Quantity
1. Examination table	1
2. Privacy screen or secluded room	1
3. Solid lighting in all work areas	1
4. Chairs for providers	4
5. Waste disposal containers	1
6. Availability of telephone and fax	1

Exhibit C

SAMPLE INFORMED CONSENT PERMISSION FORM ATTACHED