

Board Office Use: Legislative File Info.	
File ID Number	16-2347
Introduction Date	11-15-16
Enactment Number	16-1772
Enactment Date	11-15-16



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

11/15/16

Subject Memorandum of Understanding - Elliot P. Schlang DDS, PC dba Big Smiles Dental (contractor) - 968/ Health Services (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Elliot P. Schlang DDS, PC dba Big Smiles Dental, Phoenix, AZ. Services to be primarily provided to 968/Health Services Department for the period of September 1, 2016 through June 30, 2017.

Background
A one paragraph explanation of why the consultant's services are needed.

The Big Smiles Dental Program will provide comprehensive dental care for the students whose parent/guardian authorizes this dental service in the District. All staff will comply with required background check and fingerprinting protocols. A dental support team of dental assistant and an x-ray teacher/technician with advanced mobile dental equipment, such as digital x-ray equipment, will be brought to OUSD to assist in developing treatment plans and providing care. Children, Pre-kindergarten through 12th grade, will be taught about the importance of oral hygiene, good nutrition, regular dental checkups, proper brushing and flossing at the dental visit. Each dental patient will be provided with a toll free number to contact Big Smiles regarding any questions they may have.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and Elliot P. Schlang DDS, PC dba Big Smiles Dental Program, Phoenix, AZ, for the latter to provide comprehensive dental care for District students Pre-K through 12th grade whose parent/guardian authorizes dental service and will teach children about the importance of oral hygiene, good nutrition, regular dental checkups, proper brushing and flossing at the dental visit for the period of September 2, 2016 through June 30, 2017, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Elliot P. Schlang DDS, PC dba Big Smiles Dental. Services to be primarily provided to 968/Health Services Department for the period of September 1, 2016 through June 30, 2017.

Fiscal Impact Funding Source: No Fiscal Impact

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 16-2347

Department: 968/Health Services Department

Vendor Name: Big Smiles Dental

Contract Term: Start Date: 09/01/2016 End Date: 06/30/2017

Annual Cost: \$ 0 - No Fiscal Impact

Approved by: Barbara Parker

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The Big Smiles Dental Program will provide comprehensive dental care for the students whose parent/guardian authorizes this dental service in the District. All staff will comply with required background check and fingerprinting protocols. A dental support team of dental assistant and an x-ray teacher/technician with advanced mobile dental equipment, such as digital x-ray equipment, will be brought to OUSD to assist in developing treatment plans and providing care.

Summarize the services this Vendor will be providing.

Big Smiles will provide comprehensive dental care for District students Pre-K through 12th grade whose parent/guardian authorizes dental service and will teach children about the importance of oral hygiene, good nutrition, regular dental checkups, proper brushing and flossing at the dental visit.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Professional Service Contract (no cost to district)

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

MEMORANDUM OF UNDERSTANDING

BETWEEN

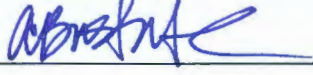
BIG SMILES DENTAL PROGRAM AND OAKLAND UNIFIED SCHOOL DISTRICT

1. A dentist licensed by the State of California and in good standing with the Board of Dental Examiners will provide comprehensive dental care for the students whose parent or guardian authorizes this dental service in the Oakland Unified School DISTRICT ("DISTRICT"). All staff will comply with required background check and fingerprinting protocols.
2. Through OUSD Health Services, BIG SMILES will obtain approval from parents or guardian for the children (Pre-kindergarten through 12th grade) to see the dentist at DISTRICT and shall receive and document approval prior to providing any dental services.
3. BIG SMILES agrees to provide dental services only at schools designated by OUSD Community Schools and Student Services Health Services.
4. BIG SMILES will complete the State Dental Assessment form for each pre-kindergarten, kindergarten and 1st grade student.
5. BIG SMILES agrees to provide dental services at a school and/or Pre-K program with a minimum of 20 written consent forms for comprehensive dental services.
6. BIG SMILES' staff shall print, distribute and collect consent forms and related documents from students once or twice per year. A copy of the signed consent form will be given to each school site participating in the program.
7. BIG SMILES will pay Oakland Unified School DISTRICT Translation Department for services of all forms/documents sent to parents.
8. Parents will be given the option to be present during the dental visit and/ or decline restorative dental services.
9. Parents will be given the option (on the consent form) to share student information with the Alameda County Dept. of Health Care Services.
10. Photography of students will be obtained via written parental consent as outlined by OUSD.
11. BIG SMILES shall contact school designees to schedule clinic dates and provide a list of students with written parental consent. BIG SMILES will coordinate with school building level officials regarding acceptable dates for dental team to be on site at least one month prior to providing services.
12. A dental support team of dental assistant, dental hygienist (when available) and an x-ray teacher/technician with advanced portable dental equipment, such as digital x-ray equipment, will be brought to DISTRICT to assist the dentist in developing treatment plans and providing care.
13. Children (Pre-kindergarten through 12th grade) will be taught about the importance of oral hygiene, good nutrition, regular dental checkups, proper brushing and flossing as the dental visit.
14. There will be no costs to the DISTRICT due to the administration of this program.
15. In addition to providing care to students with a reimbursement source (i.e. Medicaid or Insurance), BIG SMILES will also donate dental care at each school visit to three uninsured students.
16. Prior to the commencement of services, BIG SMILES shall submit to DISTRICT evidence of comprehensive general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence, combined single limits, and worker's compensation insurance coverage in accordance with the State of California statutory limits. Evidence of insurance will be provided on an annual basis.
17. BIG SMILES also agrees to hold harmless, to defend, and indemnify DISTRICT, its governing board, the individual members thereof, and all DISTRICT officers, agents, and employees from any loss, damage, liability, cost or expenses that may arise as a result of the performance of its services under this Memorandum.
18. Each dental patient will be provided with a written report (translated) to take home. In addition, parents shall be provided with a toll free number to contact BIG SMILES regarding any questions they have.

19. Program will adhere to all applicable laws, Dental Board regulations, and policies, including but not limited to HIPAA and a copy of program's HIPAA notification form shall be made available to DISTRICT upon request. In addition, this HIPAA notification is provided to all parents along with the consent form.
20. The names of dentists and other staff who will serve the children of the DISTRICT and copies of relevant diplomas, certification and or license will be provided to DISTRICT.
21. This agreement will be for a period of one year, from September 1, 2016 to June 30, 2017, with annual review for continuation of the program at yearly intervals for a period through June 30, 2018. Renewal of this agreement will be subject to each party signing a renewal agreement. The Agreement may be terminated by either party upon written or verbal receipt of notification to cancel with 90 days notice.
22. BIG SMILES will provide monthly electronic schedules of dental services at school sites to Health Services and each school site.
23. BIG SMILES will provide monthly electronic reports to Health Services, Coordinator to include:
 - a. Number of students w/ written parent permission
 - b. Number of students receiving services, type and number of dental services provided, grade levels
 - c. Insurance status of each student screened and/or receiving dental services
24. BIG SMILES will provide end-of-year electronic reports to Health Services, Coordinator to include:
 - a. List of students by school who requested services on returned consent forms and their insurance status (i.e. none, Medical, private)
 - b. List of all students who requested services on returned consent forms but whose parent/guardian could not be reached by Big Smiles for further information
25. BIG SMILES will provide parents and the school with an information sheet within 48 hours after each student's dental visit to include:
 - a. A list of completed dental procedures and their corresponding dental procedure codes (CDT)
 - b. A list of unmet treatment needs
 - c. Contact information for dental providers, including information during non-business hours
 - d. What to do in case an emergency (including contact information for the dentist/clinic where the child was referred).
 - e. Referral information if the child was referred to another dentist/clinic for any care to include the reason for the referral and contact information for the dentist/clinic where the child was referred
26. BIG SMILES will provide the district with an evaluation tool that will ensure contractual agreements have been met.
27. BIG SMILES will provide a checklist for each school site at least one month prior to dental visit. The list will include and is not limited to confirmation of dental service, space required, access to water, toilet facilities, etc., and the BIG SMILES contact person.
28. BIG SMILES will inform the district in writing of any limitations in the services the provider is able to provide.
29. BIG SMILES will be responsible for the delivery, set up, cost, care, security and maintenance of their equipment.

OAKLAND UNIFIED SCHOOL DISTRICT

Name Andrea Bustamante
~~Elliott Schlang~~

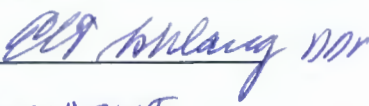
Signature 

Title Executive Director, CSSS

Date 10/17/16

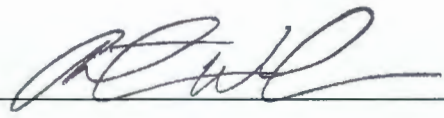
BIG SMILES DENTAL

Name Elliott Schlang DDS

Signature 

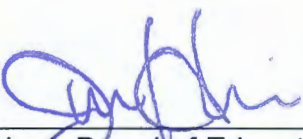
Title PRESIDENT

Date 9/22/16



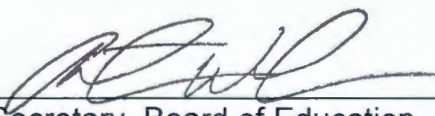
Antwan Wilson, Superintendent
Oakland Unified School District

Date: 11/15/16



President, Board of Education
Oakland Unified School District

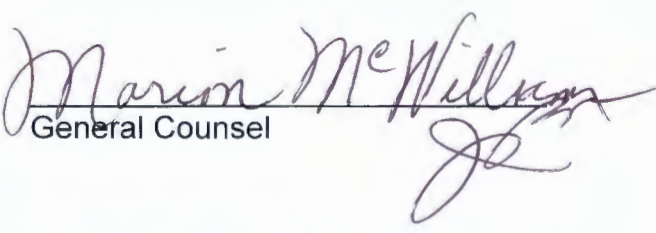
Date: 11/15/16




Secretary, Board of Education
Oakland Unified School District

Date: 11/15/16

Approved As to Form


General Counsel

File ID Number: 16-2347
Introduction Date: 11-15-16
Enactment Number: 16-1772
Enactment Date: 11-15-16
By: 

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>



September 15, 2016

Barbara Parker
Coordinator, Health Services/Section 504
Oakland Unified School District
746 Grand Ave
Oakland CA 94610

Dear Ms. Parker,

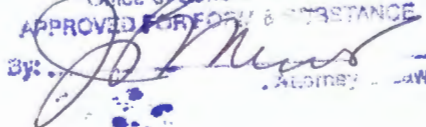
This letter is to certify that any Big Smiles staff entering Oakland USD school sides and/or interacting with Oakland USD students in the course of providing school based dental care or oral health education, have cleared the following health and background checks:

- TB testing
- State and Federal background check

Elliot P. Schlang DDS, Professional Corporation ("Big Smiles") assumes full responsibility for any liability that would arise if this were to be a false statement and agrees to indemnify Oakland USD for such. Should you have any questions please contact me at (888) 833-8441 x60350 or at sdanyluk@mobiledentists.com.

Sincerely,

Stephen Danyluk
Vice President, Educational Partnerships

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FOOD & SUBSTANCE
By: 
Attorney at Law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main Street, Suite 200 Decatur IL 62523	CONTACT NAME: Laura Gannon PHONE (A/C, No., Ext): 217-233-3347 E-MAIL ADDRESS: laura_gannon@ajg.com	FAX (A/C, No.): 217-428-0865
	INSURER(S) AFFORDING COVERAGE	
INSURED REACHEA-01 Elliot Paul Schlang DDS Professional Corporation 3201 Wilshire Blvd Santa Monica, CA 90403	INSURER A: Arch Specialty Insurance Company	NAIC # 21199
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 538105472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Dental Professional Liab Claims Made Policy Retroactive Date 08/21/2008			FLP005721402	7/1/2016	7/1/2017	Each/Aggregate \$ 1.0M/3.0M Aggregate Limit \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attention: Risk Management
 1000 Broadway Suite 440
 Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) barbara.parker@ousd.org

Contractor Information

Contractor Name	Elliot P. Schlang DDS, PC dba Big Smiles	Agency's Contact	Stephen Danyluk				
OUSD Vendor ID #	1005099	Title	Vice President				
Street Address	240 18th Street	City	San Monica	State	CA	Zip	90402
Telephone	(623) 434-9343 x1134	Email (required)	sdanyluk@mobiledentists.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	9/1/2016	Date work will end	6/30/2017	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	No Fiscal Impact		5825	
			5825	
			5825	
Requisition No. (required)	n/a	Total Contract Amount		\$ 0.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Barbara Parker	Phone	879-2742
	Site/Department (Name & #)	968/Health Services	Fax	879-4605	
	Signature	<i>Barbara Parker</i>		Date Approved	10/10/16
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>abstante</i>		Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Dan Dellen</i>		Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	<i>jon</i>	Denied - Reason	
				Date	10/17/16
Procurement	Date Received			PO Number	

SAM Search Results
List of records matching your search for :

Search Term : big* smiles* dental*
Record Status: Active, Inactive

ENTITY	BIG SMILES DENTAL NEW YORK, PLLC	Status:Inactive
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DUNS: 078294185	+4:	CAGE Code: 6L9S4	DoDAAC:
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Expiration Date: Dec 17, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 111 8TH AVE	State/Province: NEW YORK
City: NEW YORK	Country: UNITED STATES
ZIP Code: 10011-5201	