Big Smiles Pennsylvania, P.C. mission is to increase the quality of children’s lives by providing preventive and where appropriate, restorative dental services to children often left without care. Smile can provide a dental exam, cleaning, fluoride treatment, x-rays and sealants, where applicable. We generously provide charity care to children-in-need for cleaning, screening and fluoride. In addition, restorative services such as: simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered with a signed permission form. No child is ever turned away for lack of resources.

The purpose of this Memorandum/Agreement is to establish an understanding between:

Big Smiles Pennsylvania, P.C. (hereinafter referred to as “Smile Program”)

and

Warren County School District (hereinafter referred to as “District”)

**Smile Program agrees to:**

* At a date, or on dates, to be mutually agreed upon, to provide preventive and restorative dental services, including: exams, cleanings, fluoride treatments, as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian signed consent as indicated on permission forms.

Such care shall be offered to the children of Warren County School District

* With parental/guardian signed consent as indicated on the Permission Form.
* All children ages 12 months to 18 years are eligible.
* Each site will be served by our licensed Pennsylvania dentist(s) and hygienists.
* There is no charge to the schools.
* When available, Medicaid covers 100% of treatment. Most insurances are accepted. Insurance co-pays and deductibles that apply may be covered by our charity care policy.
* When children-in-need without insurance or public aid receive charity care funding, then dental screenings, cleanings and fluoride treatments are provided at no expense, with parental signature and a written statement of financial need.
* All children will be given a “report card” for their parents’ review. Copies of x-rays are available to the family and dental offices.
* All Smile Program staff will undergo background checks before deployment in the school. (Background checks will be available upon request.)

**District agrees to:**

* Assist the children and their families with completing the appropriate consent forms, thus providing valid consensual authority for Smile Program to perform dental services on each child seeking care.
* Provide space in their facilities, suitable for the staff of Smile to set up its “dental office.”
* Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be revised or cancelled.

**Other provisions:**

* The dentist and hygienists provided by Smile Program are not employees of agents of the District and have no authority to assume or create any obligation, whatsoever, express or implied, on behalf of or in the name of the District or to bind the District in any manner whatsoever.
* Smile Program and its dentists and hygienists shall be solely responsible for determining the specific manner in which the services identified above are provided.
* Smile Program represents and certifies that the dentists and hygienists possesses the training, licensures, certifications, and experience necessary to provide the services identified above.
* To the fullest extent permitted by law, Smile Program agrees to defend, protect, indemnify and save the District, its Board Members, agents, directors, officers and employees harmless from any and all claims, demands, and causes of action of every kind and character (including litigation costs and attorneys fees) arising in favor any person, on account of personal injuries or death or damages to property occurring, growing out of, instant to or resulting directly or indirectly from the work and services to be performed by Smile Program or its dentists, hygienists, employees, or agents pursuant to this Agreement. Smile Program’s duties and obligation in accordance with this provision shall survive the termination of this Memorandum/Agreement and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.
* Smile Program agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews), all applicable criminal background check requirements (state and federal, with updates every 3 years as required by law), all applicable child abuse clearance requirements (with updates every 3 years as required by law), and all applicable child abuse training requirements for any employee, agent, director, or representative of Smile Program that will have direct contact with children. Smile Program acknowledges and agrees that any employee, agent, director, or representative of Smile Program that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq*. Smile Program shall be responsible for complying with District Policies 7020 and 5002, which can be accessed on the District’s website ([http://www.wcsdpa.org](http://www.wcsdpa.org/)) or provided to Smile Program upon request.

Smile Program shall maintain records documenting employment history reviews, criminal background checks, child abuse clearances, and child abuse training for all individuals that have direct contact with children and shall provide the District with proof of compliance before any individual is permitted to have direct contact with students of the District. Smile Program shall maintain and retain records documenting employment history reviews, criminal background checks, child abuse clearances, and child abuse training for those that will have direct contact with children and, upon request, shall immediately provide the District with access to any, or all, of the records.

For purposes of this provision, the term “direct contact with children” shall mean, “the possibility of care, supervision, guidance or control of children or routine interaction with children.”

Smile Program agrees that any violation of this provision by the Smile Program shall constitute a material breach of this Agreement and shall be grounds for the District’s immediate termination of this Agreement.

To the fullest extent permitted by law, Smile Program agrees to indemnify, defend, and hold harmless the District and the District’s officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with, Smile Program’s, or Smile Program’s employee’s, agent’s, director’s, or representative’s, failure to adhere to any of the requirements of this provision or failure to report child abuse as mandated by 23 Pa.C.S.A. §6301, *et. seq*. Smile Program’s obligations to the District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

* There are no understandings between the parties regarding this Memorandum/Agreement other than those set forth in this Memorandum/Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Memorandum/Agreement which are not explicitly set forth herein. This Memorandum/Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved at a public meeting by the District’s Board of School Directors.
* This Memorandum/Agreement is non-financial in nature and shall remain in effect, with services to be scheduled annually at a date (or on dates) mutually agreeable to the parties, until it is terminated by either party for convenience upon 30 days notice to the other party.

Big Smiles Pennsylvania, P.C.

33533 West Twelve Mile Road, Suite 150

Farmington Hills, MI 48331

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

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

Warren County School District

589 Hospital Drive, Suite A

North Warren, PA 16365

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

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title