

# Smile Programs

...the mobile dentists



Big Smiles Pennsylvania, P.C. (Smile Program) 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. (Smile Program)

and

Warren County School District

## **Smile Program agrees to:**

- At a date 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:**

- Smile Program shall provide the District with proof of compliance with all applicable criminal background and child abuse clearance requirements and Act 126 requirements.
- 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.

- 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 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: \_\_\_\_\_

Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Warren County School District  
589 Hospital Drive, Suite A  
North Warren, PA 16365

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

Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2014

Page 1 of 1

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).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> <b>PHONE (A/C, NO, EXT):</b> 877-945-7378 <b>FAX (A/C, NO):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Co. and/or INSURER B: North River Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Big Smiles Pennsylvania PC 200 Barr Harbor Drive Conshohocken, PA 19428	<b>NAIC#</b> 16535-006 21105-001	

**COVERAGES****CERTIFICATE NUMBER:** 21787239**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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	GLA 0173794-00	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		Y	BAP 0173816-00	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		Y	GLA 0173794-00	7/1/2014	7/1/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5811030603	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC 017995-00	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

The Warren County School Districts, its officers, directors, employees, agents and representatives are included as Additional Insureds as respect to the General Liability.

The Umbrella policy is Follows Form.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

**CERTIFICATE HOLDER****CANCELLATION**

Warren County School District 589 Hospital Drive, Suite A North Warren, PA 16365	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 

Coll:4454760 Tpl:1836606 Cert:21787239 ©1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/27/2014

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main Street, Suite 200 Decatur IL 62523		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 217-423-2345 <b>FAX (A/C, No):</b> 217-428-0865 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Arch Specialty Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 874115712 **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.

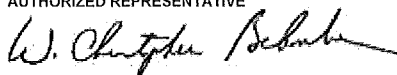
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability			FLP005721400	7/1/2014	7/1/2015	Per Patient 1,000,000.00 Total Limit 3,000,000.00

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

Claims Made policy Retro:07/01/1986

## CERTIFICATE HOLDER

## CANCELLATION

Warren County SD 589 Hospital Drive, Suite A Warren PA 16365-4875	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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