

GALLATIN COUNTY
YOUTH SERVICE CENTER
70 Wildcat Circle, Warsaw, KY 41095
Phone: 859-567-6500
Fax: 859-567-8222
Regina Danaher-Smith, Coordinator

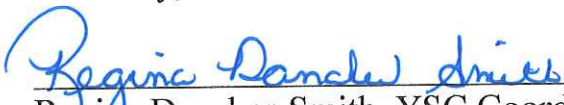
November 7, 2012

Dear Superintendent Perkins and Gallatin County Board Members:

This letter of proposal is for having School Smiles Oral Health Program visit our schools to provide dental services to under-served children. Attached is a form from Dr. Shannon Burress, DMD explaining how the program works and the benefits for the children and school.

Thank you very much for considering this program.

Sincerely,


Regina Danaher-Smith, YSC Coordinator

Dorothy B. Perkins, Superintendent

Board Chairperson/Member

Mid America Professional Group, PC
School Smiles
1499 Windhorst Way, Suite 100
Greenwood, IN 46143

MEMORANDUM OF UNDERSTANDING

TO: Gallatin County School District

FROM: Elizabeth McClure
School Smiles

DATE: September 4, 2012

SUBJ: School Smiles Oral Health Program-Gallatin County School District, Warsaw KY

The following represents School Smiles proposal to provide portable on-site dental services at the location listed below:

Gallatin County School District, 75 Boardwalk, Warsaw, KY 41095 (859)567-1820

School Smiles will provide portable on-site comprehensive dental care to the location listed above on an as needed basis for preventative services with a minimum of every six months during the school year. Treatment dates will be scheduled as needed for elective or routine care appointments. Services include, but are not limited to: routine examinations, cleanings, x-rays, fluoride treatments, sealant placement, restorations, extractions, crowns and oral hygiene instruction. All correspondence with parents, patient records and insurance (if applicable) are coordinated and maintained by School Smiles and are HIPAA compliant. There are no obligations or cost at anytime for the location to schedule School Smiles. Either party may terminate this agreement with or without cause by giving thirty days written notice.

Services will be performed by School Smiles dental team within the location indicated above. There is no obligation or preparation required from the school prior to the dental team arrival. The dental team consists of a licensed dentist, licensed dental hygienist and dental assistant. All equipment and services provided will comply with the State Dental Board regulations, OSHA, and ADA guidelines for portable on-site dental services.

Please do not hesitate to call School Smiles at 1.855.497.6453 ext: 4380 should you have any questions. On behalf of all of School Smiles, we look forward to proudly serve you at this location.

By: _____
Gallatin County Schools District

Date: _____


Elizabeth McClure
School Smiles

Date: Sept 4, 2012

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made on this 4 day of September, 2012, by and between Mid America Professional Group, PC/School Smiles ("School Smiles") and Gallatin County School District (the "School"):

WITNESSETH:

WHEREAS, School Smiles is a comprehensive dental program servicing school systems;

WHEREAS, as a condition to School Smiles providing dental services to students at the School (the "Services"), the School has required that School Smiles enter into this Indemnification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INDEMNIFICATION AND HOLD HARMLESS

School Smiles, to the fullest extent permitted by law, shall indemnify, hold harmless and defend School and any of its officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or willful misconduct of School Smiles its officers, directors, employees, or agents.

B. INSURANCE

School Smiles will purchase and maintain the following insurance coverage:

- 1) Workers' compensation insurance (including occupational disease coverage) as required by state and federal law;
- 2) Commercial general liability coverage with a limit of at least \$1,000,000, per occurrence and \$3,000,000 in the aggregate, for bodily injury and property damage. The limit may be reached through a combination of primary and umbrella/excess liability policies.
- 3) Business auto liability insurance of at least \$1,000,000 on all vehicles owned, leased, or operated by School Smiles;
- 4) Professional liability coverage with a limit of at least \$1,000,000 per claim in the aggregate; and
- 5) Umbrella liability coverage of at least \$5,000,000.

School Smiles agrees to furnish School with Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

C. AMENDMENT

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

D. CHOICE OF LAW

The validity, construction and operation of this Agreement shall be governed by the laws of the State of Indiana without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

MID AMERICA PROFESSIONAL GROUP,
PC/SCHOOL SMILES

By: Elizabeth L. McClure

Printed: Elizabeth L. McClure

Its: Director of Marketing & Sales

Date: September 4, 2012

^{"SCHOOL"}
Gallatin County Schools

By: Regina Danchev Smith

Printed: Regina Danchev Smith

Its: _____

Date: September 4, 2012