



MEMORANDUM OF UNDERSTANDING

The mission of Big Smiles Kentucky PSC (dba "Big Smiles Kentucky") is to improve the quality of children's lives by providing preventive and, where appropriate, restorative dental services to children often left without care. With parental/guardian permission, Big Smiles Kentucky can provide a dental exam, cleaning, fluoride treatments, x-rays and sealants, where applicable. In addition, restorative services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered. We generously provide donated care to children-in-need which includes a cleaning, screening and fluoride treatment. No child is ever turned away for lack of resources.

The purpose of this memorandum is to establish an understanding between:

Big Smiles Kentucky

And

Hopkins County School District

Big Smiles Kentucky agrees:

- At a date to be mutually agreed upon, to provide preventive and restorative dental services, including: exams, cleanings, fluoride treatments (including Silver Diamine Fluoride), 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 consent.
- All children ages 18 months -18 years are eligible.
- Each site will be served by our licensed Kentucky dentist(s) and/or hygienist(s) and/or dental assistants.
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. For those without insurance, self-pay options are available.
- When children-in-need without insurance, Public Aid or the ability to self-pay receive grant funding, a dental screening, cleaning and fluoride treatment (excluding Silver Diamine Fluoride) will be provided at no expense once per school year, with parental signature and completion of our grant form confirming eligibility.
- Restorative dental care, including services listed above, is available only to those children with Medicaid, CHIP or applicable private insurance coverage.

- In the end, no child is turned away based on his/her ability to pay.
- All children will be given a “report card” for their parents’ review. Copies of x-rays are available to the family and dental offices.

Hopkins County School District agrees to:

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other times upon request, as well as to collect the Permission Forms from the students in advance of the dental visit, and to send the completed Permission Forms to Big Smiles Kentucky as far in advance of the dental visit as reasonably possible.
- Communicate directly with parents via electronic medium (i.e. text, email) and/or robo-calls, as well as posting to the school/district website and social media pages, to make them aware that the in-school dentist is coming to school and provide parents with the online sign-up option, available at www.myschooldentist.com
- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Big Smiles Kentucky 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 rescheduled or cancelled.

Other Terms and Conditions:

- This agreement is non-financial in nature. It shall run for a period of one year, and shall be renewed automatically on an annual basis for additional one year terms, unless notified by either party in writing with 30 days’ notice. If necessary to fulfill its responsibilities under this agreement, Big Smiles Kentucky may assign this agreement to another dental practice.
- Insurance: Provider will secure and maintain a Commercial General Liability Policy, including coverage for contractual liability, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker’s compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider’s expense.
- Indemnification: Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney’s fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
- Compliance with Law and District Policy: The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA.

