

School Smiles Group, Inc.
1499 Windhorst Way, Suite 100
Greenwood, IN 46143

MEMORANDUM OF UNDERSTANDING

TO: Boone County Schools, Florence, KY

FROM: Elizabeth McClure, Director of Marketing & Sales
School Smiles On-site Dental

DATE: March 31, 2020

SUBJ: School Smiles Oral Health Program for the Boone County School District

The following represents the School Smiles Group Inc.'s ("School Smiles") proposal to provide portable on-site dental services for the Boone County School District ("District"). This program is not mandated and is a voluntary participation program for any of the schools and/or students within the District. The program will be available to any Boone County Public School ("School") which chooses to participate and there is no commitment for any School nor the District requiring they use the School Smiles Dental Program.

District Offices:

Boone County School District
8330 US Highway 42
Florence, KY 41042

School Smiles will provide portable on-site comprehensive dental care to School(s) of the Boone County School District on an as needed basis for preventative services with a minimum of every six months. In addition, treatment dates will then be coordinated with each School and scheduled as needed for follow up 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 any time for the School or District 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 inside the School which contacts the School Smiles Program and requests services. There is no obligation or preparation required from the School prior to the dental team arrival. The dental team consists of a licensed dentist 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. 2060 should you have any questions. On behalf of all of School Smiles, we look forward to proudly serve you at this location.

Name: _____
Title: _____
Boone County Schools

Date: _____



Elizabeth McClure
Director of Marketing & Sales
School Smiles Group Inc.

Date: March 31, 2020

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made on this 31 day of March, 2020, by and between School Smiles Group Inc. ("School Smiles") and the Boone County School District (the "School"):

W I T N E S S E T H:

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 Kentucky without regard to its principles of conflicts of laws.

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

SCHOOL SMILES GROUP INC.

By: Elizabeth McClure

Printed: Elizabeth McClure

Its: Director of Marketing & Sales

Date: March 31, 2020

BOONE COUNTY SCHOOL DISTRICT

By: _____

Printed: _____

Its: _____

Date: _____