

YOUNG SMILES, LLC
Mobile Dental Program

SERVICE AGREEMENT

This agreement provides the terms and conditions under which the Young Smiles, LLC (hereinafter referred to as YOUNG SMILES), 324 Holly Lane, London, KY 40741, shall render dental services to children enrolled in ESTILL COUNTY SCHOOLS (hereinafter referred to as SCHOOL SYSTEM) as part of a school-based treatment service. Young Smiles shall provide comprehensive dental exams and recommended treatment plans for students of the SCHOOL SYSTEM for the 2021-2022 academic school year.

SCOPE OF SERVICES

YOUNG SMILES agrees to address the current needs and future care of the enrolled students through early detection and preventative care. Young Smiles will also provide restorative services, including but not limited to fillings and extractions, as part of the program.

YOUNG SMILES further agrees:

1. To provide a referral system to assist the children enrolled in the SCHOOL SYSTEM in receiving follow-up treatment.
2. To provide examination services at designated program sites on a schedule mutually agreed upon between YOUNG SMILES and the SCHOOL SYSTEM.
3. To provide the necessary equipment and personnel to complete dental exams.
4. To submit a written report of services performed. Each report shall include the following:
 - a. Name of the child
 - b. Name of the program site
 - c. Type of service
 - d. Name of person(s) providing service
 - e. Results/Findings of service
 - f. Recommended follow-up
5. To adhere to SCHOOL SYSTEM rules and procedures as well as the laws of the Commonwealth of Kentucky, and any applicable professional rules or guidelines.
6. To devote the highest professional standard for all services.
7. To insure all YOUNG SMILES staff are properly licensed, certified by the Commonwealth of Kentucky, or otherwise qualified to provide such services.
8. To bill any applicable third party insurance, contingent upon written parent/guardian consent, for services provided to eligible children, including but not limited to Medicaid, KCHIP, and private insurance. All documentation of service and submission for payment shall be conducted by YOUNG SMILES. At no time will YOUNG SMILES bill the parent/guardian, student, or school. In the event that the child does not have insurance or other coverage, YOUNG SMILES may seek other sponsors, if available. Young Smiles will provide services for all students that have returned a permission form, regardless of the child's ability to pay.

9. To indemnify and hold harmless SCHOOL SYSTEM, its employees, and Board Members against any loss, liability, claims, demands, actions, damages, and expenses in connection with the services provided to the children of the SCHOOL SYSTEM by the Provider, including attorney's fees and litigation expenses.
10. To maintain professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and/or one million dollars (\$1,000,000.00) per aggregate, and to provide proof of same to the SCHOOL SYSTEM.
11. To maintain worker's compensation insurance in the amount of not less than one hundred thousand dollars (\$100,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) limit, and to provide proof of same to the SCHOOL SYSTEM.
12. To maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and/or one million (1,000,000.00) per aggregate, and to provide proof of same to the SCHOOL SYSTEM.
13. Adhere to all applicable laws, Medical Board regulations, and policies, including but not limited to HIPPA and the federal and state Family Educational Rights and Privacy Acts; make available to the SCHOOL SYSTEM upon request a copy of the Program's HIPPS notification form; and provide the HIPPA notification to all parents along with the consent form.
14. YOUNG SMILES in the course of providing services to the SCHOOL SYSTEM may have access to student education records that are subject to the Family Education Rights and Privacy Act (FERPA). All such records and information is considered confidential and is therefore protected. YOUNG SMILES assures that any information received from SCHOOL SYSTEM will be maintained as confidential and will not be copied or given to any third party. YOUNG SMILES further takes all precautions to assure that information is safeguarded, and to maintain security over such information to assure it does not become available to unauthorized individuals.
15. Any employee of YOUNG SMILES working under the terms of this agreement shall submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in keeping with KRS 160.380, at no expense to the SCHOOL SYSTEM. The result of this background check shall be provided to the Superintendent of SCHOOL SYSTEM or his designee before any services are provided pursuant to this agreement. Any employee of YOUNG SMILES working under the terms of this agreement shall provide a letter (Central Registry Check, Form DPP-156) from the Cabinet for Health and Family Services stating the employee had no findings of substantiated child abuse or neglect per SCHOOL SYSTEM requirements.

No person shall perform services pursuant to this contract who has a record of a sex crime or as a violent offender defines in KRS 17.165.

This provision shall apply to any adult who is permitted access to school grounds, pursuant to this agreement at times when students are present or to any person who provides services to students pursuant to this agreement.

SCHOOL SYSTEM agrees:

1. To designate and provide rosters for all children participating in the program.
2. To provide the following information, at a minimum: Full name, date of birth, gender, social security number, insurance identification number and group number, Medicaid number, if applicable.
3. To provide a copy of the signed consent on file.
4. To evaluate Young Smiles' activities during the term of the Agreement.
5. To provide at least thirty (30) day's written notice to Young Smiles of cancellation of any scheduled site appointment.

PROCESS FOR ESTABLISHING SERVICES & DEVELOPING INDIVIDUALIZED PLAN AT PARTICIPATING SCHOOLS

In order to establish services, a meeting involving the school principal (or designee), the Family Resource Youth Service Center Director, the school nurse (if available), and YOUNG SMILES shall be conducted at each school within SCHOOL SYSTEM participating in the program prior to services being offered.

At this meeting, the parties and representatives shall collaborate to create a written Plan establishing and outlining a referral procedure, appropriate lines of communication, the lines of authority, and other procedures for offering services at the specific school. The Plan shall establish the roles and responsibilities of YOUNG SMILES and school staff in order to ensure a successful program.

The agreed upon Plan shall be effective for the current academic year and may extend into summer depending on the needs of the school and the resources of the parties.

All meeting participants shall all sign the written Plan. All parties shall possess a written copy. If either party wishes to modify the Plan during the current academic year, that party shall call another meeting of the same persons who participated in the initial planning meeting to discuss the proposed modifications. If such modifications are agreed upon, a new Plan shall be written and disseminated to all parties. The original Plan shall remain in effect until a new Plan is executed.

Upon approval by the Principal of the school, the Family Resource Youth Service Center (hereinafter FRYSC) staff shall distribute Young Smiles permission forms to all students. The FRYSC staff will schedule with Young Smiles sufficient dates to serve all students that have returned the permission form. During the dates of services, students shall be seen by appointment. A copy of the appointment schedule will be provided to the Principal (or designee) who will approve arrangements for FRYSC staff to retrieve each student from class in the least obtrusive manner possible at the appointed time.

This agreement shall be effective beginning on July 1, 2021 and ending on June 30, 2022. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other Party. If ESTILL COUNTY SCHOOLS gives notice of termination of the Agreement, Provider will be permitted to complete any services for students that had been scheduled to be performed on any date or dates prior to the effective date.

The parties hereto, Young Smiles, LLC and ESTILL COUNTY BOARD OF EDUCATION, have read this agreement in its entirety and understand and agrees to its terms and conditions. The parties acknowledge this document contains the entire and complete agreement between the parties concerning the scope of services, and that they entered into the Agreement voluntarily believing it to be fair and reasonable. The parties further acknowledge and agree that this Agreement shall not be modified or amended, except in a separate written document duly executed by both parties.

SUPERINTENDENT OF SCHOOL
SYSTEM

JAMIE YOUNG, YOUNG SMILES

DATE_____

DATE_____