
DENTAL SERVICES AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

BIG SMILES FLORIDA, P.A.

for the specific purpose of

**PROVISION OF DENTAL SERVICES FOR CHILDREN ENROLLED IN THE
COUNTY'S HEAD START PROGRAM**

THIS DENTAL SERVICES AGREEMENT (the "Agreement") is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida, 32801, on behalf of its Head Start Division (the "County"), and **BIG SMILES FLORIDA, P.A.**, a for profit corporation organized under the laws of the State of Florida with its principal office located at 122 Pine Street, Suite 300, Orlando, Florida 32801 (the "Agency"). The County and the Agency may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the Federal Awarding Agency issued an award to the County for discretionary spending in ongoing support of the County's Head Start Program; and

WHEREAS, a key component of the Federal Head Start Performance Standard (45 CFR Part 1302, Subpart D) is the provision of certain screening and support services to determine the health status of enrolled children and to assist families in ensuring that their children are up to date on preventative services and have a regular source of medical and oral health care; and

WHEREAS, the Federal Performance Standard (45 CFR Part 1302, Health Program Services, Subpart D) Section 1302.42(b) mandates that within ninety (90) calendar days after the child first attends the program, the County must:

- (1) Obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care (the "medical and dental services"), based on: the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid Agency of the State in which they operate, immunization recommendations issued by the Centers for Disease Control and Prevention, and any additional recommendations from the local Health and Mental Health Services Advisory Committee that are based on prevalent community health problems; and

(2) Assist parents with making arrangements to bring the child up-to-date as quickly as possible; and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent as described in §1302.41(b)(1); and

WHEREAS, the County does not employ any physicians and dental professionals for its Head Start Division and therefore, must meet its above-stated obligations by referring the children enrolled in the County's Head Start Program to various community agencies that provide the requisite medical and dental services to the local community; and

WHEREAS, the Agency is one such community Agency that provides the requisite dental services and is willing to provide services to children enrolled in the County's Head Start Program at County's Head Start centers.

NOW THEREFORE, in mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. **The Obligations of the Parties.**

A. **Scope of Services.** Terms detailing the scope of services to be provided pursuant to this Agreement are provided in **Exhibit "A."** The Agency shall notify the County, in writing, if sufficient staff, facilities, or equipment necessary to deliver the agreed-upon Services cannot be maintained. Failure to notify the County of any such deficiencies or to adequately provide the Services described in "**Exhibit A**" shall be considered a breach of this Agreement and may constitute grounds for termination in accordance with the "**Termination**" section of this Agreement.

B. **Change to Scope of Services.** The County may request changes to the Scope of Services, including alterations, reductions, or additions to Services. Upon receipt by the Agency of the County's notification of a contemplated change, the Agency shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the County's contemplated change, (2) notify the County of any estimated change in the programs operations, and (3) advise the County in writing if the County contemplated change will affect the Agency ability to meet completion dates, schedules, or other deadlines described in this Agreement. No changes will become effective until a written amendment or change order has been issued and signed by each of the parties.

C. **Non-Exclusive Agreement.** By execution of this Agreement, the Agency hereby acknowledges that the County is under no obligation to refer children enrolled in the Head Start Program to the Agency exclusively and understands that the County may freely enter into similar Agency arrangements with other agencies.

D. **Authority to Practice.** The Agency hereby represents and warrants that the Agency has and will continue to maintain all applicable licenses, certifications, and approvals required to meet

Agency's obligations under the Scope of Services, and that Agency will at all times conduct Agency's business activities in a reputable manner. Proof of such applicable licenses, certifications, and approvals must be submitted to the County upon request. However, failure by the County to request such proof shall in no manner be construed to alleviate the Agency's obligations pursuant to this paragraph.

E. **Background Screening.** The Agency shall ensure that all staff, employees, guests, invitees, third party providers, volunteers, and other individuals engaged in the provision of Services to children and other vulnerable persons (as defined in Section 435.02, Florida Statutes) under this Agreement completes all background screens required by Florida law and regulations published by the Florida Department of Children and Families, including Level II backgrounds screenings in accordance with Section 435.04, Florida Statutes.

Section 3. Confidential Information and Consent.

A. **Confidential Information.** Through execution of this Agreement, both parties acknowledge their obligations to comply with the federal Health Insurance Portability and Accountability Act's ("HIPAA") Privacy Rules, the Breach Notification rules under the Health Information Technology for Economic and Clinical Health Act, and the Florida Information Protection Act when dealing with, and maintaining, protected information and records. **No Protected Health Information or Personally Identifiable Information shall be shared between the parties but for the exception found in this Section.**

B. **Required Consent for Referrals.** All referrals made by the County in which any Protected Health Information or Personally Identifiable Information will be transmitted by the County to the Agency (or vice versa) shall be made only with written and executed consent by the legal guardian of the child enrolled in the County's Head Start Program. That consent shall cover the transfer of any information that could be considered protected or confidential under the federal Health Insurance Portability and Accountability Act or the Florida Information Protection Act.

C. **Business Associate Agreement.** Should the Agency's provision of Services under this Agreement require access to PHI generated by the County, then the Agency must execute a legally sufficient business associate agreement.

Section 4. Term and Termination.

A. **Term.** This Agreement is effective upon the date of execution by both parties and continues until September 30, 2026. It can be renewed for annual periods by the parties pursuant to a mutually-executed renewal agreement.

B. **Termination for Convenience.** The County may terminate this Agreement at will or for its convenience thirty (30) days after providing the Agency with written notice of the County's intent to terminate. The Agency may terminate this Agreement at will for its convenience sixty (60) days after providing the County with written notice of the Agency's intent to terminate.

C. **Termination for Cause.** The County may terminate the whole or any part of this Agreement for cause, with such termination being effective upon the Agency's receipt of the notice of termination, by providing written notice to the Agency of such termination if:

1. The Agency fails to provide services called for by this Agreement within the time specified in this Agreement, or in any extension of this Agreement;
2. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the County; and
3. The County, at its sole discretion, determines that termination of this Agreement is in the best interest of the children enrolled in the County's Head Start Program.

D. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a breach of this Agreement. If the Agency fails to cure the breach to the County's satisfaction within the time provided in the Notice to Cure, the County may terminate this Agreement for cause by written notice at any point after the time to cure within the County's Notice to Cure has lapsed.

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:

1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination.
2. Incur no further costs to the extent that such costs relate to this Agreement.
3. Finalize all necessary up to date reports and documents required under the terms of this Agreement up to the date of termination, including the final expenditure report due at the end of the project, if any.
4. Take any other actions as reasonably directed in writing by the County.

F. **Transition of Provision of Care.** Because this Agreement entails funding for the provision of care to the children enrolled in the County's Head Start Program, if – either for cause or for convenience – this Agreement is terminated, then the Agency will work in good faith with the County to facilitate the transition of the children enrolled in the County's Head Start Program to another entity.

Section 5. Indemnity, Sovereign Immunity, Liability, and Independent Contractor.

A. **Indemnity.** The Agency agrees to indemnify the County as set forth in this section:

1. If the Agency **is not** a state agency or subdivision as defined in Section 768.28(2), then, to the fullest extent permitted by law, the Agency shall defend, indemnify,

and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Subject to the foregoing, each party shall be liable for any negligent act or omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

2. If the Agency is a state agency or subdivision as defined in Section 768.28(2), Florida Statutes, then each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement.

B. No Waiver of Sovereign Immunity. Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), Florida Statutes, of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. Liability. The County shall not be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. Independent Contractor. The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. The Agency is to be, and shall remain, an independent contractor with respect to all Services performed under this Agreement, and that any individuals hired, or performing Services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 6. Insurance.

A. The Agency agrees to maintain, on a primary basis, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Section. All or part of the insurance required in this Section may be maintained through one or more self-insurance programs. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

B. The Agency shall require and ensure that each of its subcontractors/consultants providing Services under this Agreement (if any) procures and maintains until the completion of their respective Services, insurance of the types and to the limits sufficient to protect the interest of the County and the Agency.

C. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement to verify such coverage:

1. **All Agencies:**

Commercial General Liability – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent, under Agency's commercial general liability insurance program. The certificate holder and additional insured shall be listed in the name of Orange County, Florida.

2. **Agencies providing Services at County facilities:**

Workers' Compensation – The Agency shall maintain coverage for its employees with statutory workers' compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if Services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete a *Leased Employee Affidavit* as provided by Orange County's Risk Management Division, 109 E Church Street, Suite 200, Orlando, Florida 32801, prior to providing any Services under this Agreement.

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired

and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Agencies providing Services to vulnerable populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide Services directly to Vulnerable Person(s). “Vulnerable Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Agencies providing Services that are of a professional nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Agreement the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

5. **Agencies receiving funding in advance payments:**

Fidelity & Employee Dishonesty Insurance. The Agency shall present the following proof of insurance: Fidelity & Employee Dishonesty Insurance with a limit greater than or equal to the amount of any and all funds paid in advance. This insurance may be waived at the discretion of the County’s Risk Management Division if the Agency is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.

D. Except for coverage provided under this Agreement that is maintained through a program of self-insurance carriers providing coverage required in this “**Insurance**” section must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

F. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/Services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the

insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County, Florida
Attention: Risk Management Division
109 East Church Street, Suite 200, Orlando, Florida 32801

Section 7. Protection of Persons and Property.

A. While working or performing Services on County property, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of Agency's Services for this Agreement.

B. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on County premises and other persons who may be affected thereby;
2. All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

C. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, Agency's agents or employees onto any property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

D. The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:

1. Occupational Safety & Health Act ("OSHA");
2. National Institute for Safety and Health ("NIOSH");
3. National Fire Protection Association ("NFPA"); and
4. Orange County Safety and Health Manual.

E. In the performance of Services upon the occurrence of any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

F. **Prohibit Entry and Removal from Premises.** The County may, in County's sole and absolute discretion, prohibit entry into County facilities or remove any Agency staff member, faculty, employee, or other Agency representative from the County's premises at any time.

Section 8. Record Management.

A. The Agency acknowledges that the Agency, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the Agency shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

Section 9. Suspension and Debarment.

A. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

B. The Agency acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a "covered transaction" with a party listed on the System for Award Management ("SAM") Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. Part 180.530.

C. Through the execution of this Agreement, the Agency hereby certifies that the Agency, its principals (defined at 2 C.F.R. Part 180.995), or its affiliates (defined at 2 C.F.R. Part 180.905) are not excluded (defined at 2 C.F.R. Part 180.940) or disqualified (defined at 2 C.F.R. Part 180.935). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 10. Equal Opportunity and Nondiscrimination.

A. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Contract.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.
3. The Agency agrees that, if any of the obligations of this Contract are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

Section 11. Scrutinized Companies.

A. **Scrutinized Companies.**

1. By executing this Agreement, the Agency certifies that pursuant to Section 287.135, Florida Statutes, it is eligible to contract with the County for goods and services because: (A) it is not on the Scrutinized Companies that Boycott Israel

List, created pursuant to Section 215.4725, Florida Statutes, and (B) it is not engaged in a boycott of Israel.

2. The County reserves the right to cancel this Agreement immediately should the Agency be found to: (A) have falsified this certification of eligibility to contract with the County for goods and services pursuant to Section 287.135, Florida Statutes; or (B) have become ineligible to contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to receiving Order(s) pursuant to this Agreement.
3. Should this Agreement be terminated pursuant to this provision's subparagraph 2(B) above, the Agency shall be paid only for the goods and services received and accepted by the County prior to such termination. No other damages, fees, or costs may be assessed against the County for its termination of Order(s) pursuant to this provision and the County reserves the right to pursue any and all applicable and available legal remedies against the Agency for a violation of Section 287.135, Florida Statutes.

Section 12. **Notices.** Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the addressees as provided in **Exhibit "A,"** or to such other addressees as the parties may designate to each other in writing from time to time.

Section 13. **General Terms.**

A. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature.

B. **Subcontracting Prohibition.** The County has executed this Agreement with the understanding that the Agency will be the ultimate provider for the children enrolled in the County's Head Start Program that are referred to the Agency under this Agreement. Under no circumstance shall the Agency subcontract the services for which the children enrolled in the County's Head Start Program are referred to the Agency by the County.

C. **Contingency Fees.** The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

D. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

E. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

F. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party by agreeing to this Agreement submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the United States Middle District of Florida.

G. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

H. **Attorney's Fees and Costs.** The indemnity provision of this Agreement excepted, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

I. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

J. **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by the way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

K. **Construction; No Representations.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement.

L. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

M. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

N. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

O. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

P. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

Q. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the Agency must certify that the Agency is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Agency must further certify that that the Agency does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of this Agreement. These certifications shall be satisfied by the Agency's execution of the E-Verification Certification attached to this Agreement as "Exhibit ____". Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement pursuant to this Agreement's "Termination" section.

Section 14. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior contracts, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

BIG SMILES FLORIDA, P.A.

By: *Noah Levi DDS*
Noah Levi, DDS

Title: Owner

Date: 11/17/2025

Michigan
STATE OF FLORIDA)
COUNTY OF *Oakland*)



The foregoing instrument was acknowledged before me on this 17 day of November 2025, by *Noah Levi*, in his or her official capacity as the *owner* of Big Smiles Florida, P.A.

Mary Sy
Signature Notary Public
Print, Type/Stamp Name of Notary

- ☐ Personally Known
- ☐ Produced Identification
Type of Identification Produced: _____

EXHIBIT A

Scope of Work

1. Service Delivery

Big Smiles Florida shall provide mobile, on-site dental services to children enrolled in Orange County Head Start and Early Head Start programs. **Services will be delivered inside Head Start centers** using portable dental equipment set up in designated indoor spaces (e.g., classrooms or multipurpose rooms).

2. Covered Services

Contractor shall provide the following preventive dental services:

- Dental exams and cleanings
- Fluoride treatments, including Silver Diamine Fluoride (SDF)
- Dental sealants
- X-rays and referrals for follow-up care
- Distribution of dental report cards and educational materials to families

All services shall be provided at **no cost** to the program or families, regardless of insurance status.

3. Compliance Requirements

Contractor shall comply with:

- Head Start Program Performance Standards:
 - 45 CFR §1302.42 (Child Health Status and Care)
 - 45 CFR §1302.43 (Oral Health Practices)
- Orange County Procurement and Risk Management policies
- Florida Medicaid billing and provider regulations
- Florida Statutes §1012.467 (Jessica Lunsford Act background screening)

4. Coordination and Scheduling

- Contractor shall coordinate with Head Start staff to schedule visits that minimize disruption to the school day.
- Contractor shall assist in collecting and tracking parental consent forms.
- Services shall be scheduled to support completion of health screenings within the first 90 days of enrollment.

5. Documentation and Reporting

- Contractor shall maintain records of services rendered, including consent forms, treatment notes, and follow-up referrals.
- Contractor shall provide summary reports to Head Start administration upon request, including service counts and compliance metrics.

6. Performance Evaluation

Orange County Head Start will evaluate contractor performance annually based on:

- Quality of services
- Timeliness of visits and screenings
- Responsiveness to staff and family needs
- Compliance with contract terms and documentation standards

Head Start Client Referral Form

Agency:		Referral Date:	
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Referring Head Start Staff Member

Staff Member Name		Staff Member Title	
Address		City	State
			Zip Code
Head Start Center	Phone Number	Secure Fax Number	Secure Email Address

The client below is being referred to you for the requested services pursuant to your agreement with Orange County, Florida, on behalf of its Head Start Division. Per that agreement, based on the referral date above, the Agency shall:

- Provide the services to the client at NO COST to the client or to Orange County, regardless of insurance status and inform the Referring Head Start Staff Member that the services have been provided by returning an executed copy of this referral form. (Should Head Start authorization be required, the requested services must be provided within ten (10) business days of the Agency's receipt of Head Start's written authorization).

Client Information

Client Name		Birth Date	Social Security Number
Address		City	State
			Zip Code

Client Guardian Information

Client's Legal Guardian Name		Relationship to Client	
Address		City	State
			Zip Code
Daytime Phone Number		Evening Phone Number	

Requested Services

COMPLETE THIS SECTION AND RETURN A COPY OF THIS FORM TO THE REFERRING HEAD START STAFF MEMBER INDICATED ABOVE

Provision Date for Requested Services	Doctor Providing the Requested Services	Today's Date
Printed Name of Signatory	Signature	Title of Signatory

EXHIBIT C

E-VERIFICATION CERTIFICATION

NAME OF CONTRACTOR: Big Smiles Florida (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

122 West Pine Street, Suite 110 Orlando, FL 32801-2647

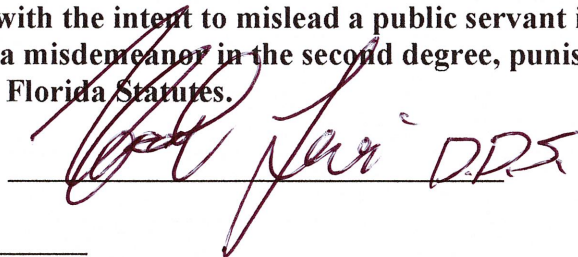
The undersigned does hereby certify that the above-named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE:



NAME: Noah Levi, DDS

TITLE: Owner

DATE: 11/17/2025