

DENTAL SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices located at 185 Hospital Drive, North Warren, Pennsylvania, 16365-4885, hereinafter referred to as ----- “**DISTRICT**”

and

_____, hereinafter referred to as -----“**DENTIST.**”

WITNESSETH THAT:

RECITAL

A. District, in the conduct of its normal affairs, requires the services of a duly licensed Dentist for the provision of yearly dental examinations for those students that have originally entered school, are in third grade, or are in seventh grade.

B. Dentist is a duly licensed Dentist with the equipment, training and experience necessary to provide the services required by District.

NOW, THEREFORE, the Parties hereto in consideration of the foregoing recitals, and under the covenants and agreements herein contained, agree to and with each other as follows:

1. District agrees to retain Dentist to provide the types of dental services as set forth on the attached Exhibit “A,” with the exact services to be selected at the sole discretion of the District. Said services shall be provided for those students that have originally entered school, are in third grade, or are in seventh grade.

2. Dentist shall be paid for services performed by the Dentist in accordance with the schedule of fees attached hereto as Exhibit “B.”

3. The Superintendent, after receiving the approval of The Warren County School District Board of School Directors, may enter into Modification Agreements with the Dentist modifying the services set forth on Exhibit "A" and the schedule of compensation set forth on Exhibit "B."

4. This Agreement shall remain in effect and shall apply to all services performed by Dentist or Dentist's employees for District, until terminated by either Party hereto. The District may terminate this Agreement by making no additional requests for the performance of services by Dentist or by giving written notice to Dentist of termination. This contract may be terminated by Dentist by the Dentist's refusal to perform all requests for services made by District or by the Dentist's giving of written notice of termination to District.

5. Dentist represents and acknowledges that Dentist and Dentist's employees are independent contractors and are not agents, servants, or employees of the District. The parties understand that Dentist and Dentist's employees, acting under the scope of this contract, have no authority to assume or create any obligation, whatsoever, express or implied, on behalf of or in the name of District or to bind District in any manner whatsoever. All expenses associated with the supply of services by Dentist or Dentist's employees including, but not limited to, equipment, supplies, telephone costs, malpractice liability insurance and workmen's compensation and the like, shall be borne and provided by Dentist at the sole expense of Dentist. As independent contractors, Dentist and Dentist's employees understand that District will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes of FICA payments.

6. Although District shall determine the date and location upon and at which Dentist's services shall be provided, the Dentist shall be solely responsible for determining the specific manner in which said services are provided by Dentist and Dentist's employees. Dentist specifically represents that Dentist and Dentist's employees possess the training and experience necessary to provide the services which the Dentist

has agreed to perform, and further Dentist and Dentist's employees agree to provide said services in a competent and professional manner, and in accordance with District Policy and all applicable laws and regulations. Nothing contained herein is intended nor shall it be construed as reserving to District the right or power to exercise control over the professional decisions and business practices of Dentist or the manner or fashion in which Dentist or Dentist's employees provide and deliver services to District.

7. Dentist recognizes and agrees that this contract is not exclusive, and that the District may, in its sole discretion hire other Dentists to provide services which are similar to or the same as those set forth on Exhibit "A" attached hereto.

8. Dentist agrees to carry and maintain at Dentist's expense during the performance of any work for District under this contract the policies of insurance in the specified minimum amounts set forth below. Prior to the commencement of any work or services contemplated herein, Dentist shall furnish to District certificates, on a form acceptable to District and signed by authorized representatives of the insurance company providing the coverage, evidencing all coverage, extensions and minimums required to be carried by the Dentist under the provisions of this Agreement. Failure to secure the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Dentist from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the Dentist under the terms of this Agreement shall cover Dentist and Dentist's employees, shall contain provisions that underwriters will have no rights or recovery or subrogation against District, its agents, directors, officers or employees, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

	<u>Insurance Type</u>	<u>Minimum Coverage Amounts</u>
A.	Liability / Malpractice	\$ _____ Per Person \$ _____ Per Incident
B.	Workmen's Compensation	Minimum Amount Required By Law

9. In the conduct of its operations hereunder, Dentist and Dentist's employees agree to comply with all local, state and federal laws and regulations applicable at any time, including but not limited to, the Health Insurance Portability and Accountability Act (HIPPA) and the Family Educational Rights and Privacy Act (FERPA). Dentist agrees to defend, protect, indemnify and save District, its Board Members, agents, directors, offices and employees harmless for any violations of a law or regulation by Dentist or Dentist's employees.

10. Dentist shall defend, protect, indemnify and save District, its Board Members, agents, directors, offices and employees harmless from any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor any person, including Dentist or Dentist's employees, on account of personal injuries or death or damages to property occurring, growing out of, instant to or resulting directly or indirectly from the work and services to be performed by Dentist or Dentist's employees hereunder (including any condition of the premises or from separate operations being conducted thereon by District) whether such loss, damage, injury or liability arises from or is contributed to by the negligence in any form of District or for any other cause whatsoever. The Parties agree that the terms and obligations imposed by this paragraph shall survive the termination of the Agreement and shall cover all claims, regardless of when they are asserted.

11. For each service performed by Dentist or Dentist's employees, Dentist agrees to provide a written summary of the following:

- a. Name of student, employee or other person to whom service was provided.
- b. Type of service provided.
- c. Date of service provided.
- d. Location of service provided.
- e. Name of person who provided the service
- f. Relevant remarks.

Additionally, the Dentist agrees to ensure the completion of any report or other additional form which the District may require in association with each respective service.

12. The compensation due under the terms of this Agreement shall be payable upon submission of the summary or reports as above required and the submission of invoice by Dentist to District. Payment shall be made within fifteen (15) days of the first meeting of the Warren County School District Board of School Directors following the receipt of said documents.

13. At the time this Agreement is executed, Dentist must provide District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for Dentist and all of Dentist's employees that will have direct contact with students of District. Neither Dentist nor Dentist's employees shall have any direct contact with students of District until said clearances have been obtained and provided to District.

14. This Agreement, and Dentist's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of District.

15. There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both Parties.

16. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

17. The Parties agree that this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and that any cause of action pursuant to this Agreement

shall be filed, tried and litigated exclusively in the State Courts, Federal courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused the foregoing Agreement to be executed the day and year first above written.

ATTEST: {SEAL}

WARREN COUNTY SCHOOL DISTRICT

Secretary

By _____

WITNESS:

EXHIBIT "A"

(1) Yearly dental examinations as required by this Agreement and the Pennsylvania School Code.

EXHIBIT "B"

(1) \$ _____ for the performance of each yearly dental examination required by this Agreement and the Pennsylvania School Code.