

DENTAL SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, 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

DR. CHARLES MEYERS, DMD, with offices located at 420 Market Street, Warren, Pennsylvania 16365, hereinafter referred to as ----- **“DENTIST.”**

WITNESSETH THAT:

RECITAL

A. The 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. The Dentist is a duly licensed Dentist with the equipment, training, and experience necessary to provide the services required by the 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. The District agrees to retain the Dentist to, as requested by the District, provide the dental services set forth on the attached Exhibit “A” for the compensation set forth on the attached Exhibit “A,” with said Exhibit “A” hereby being incorporated as a part of this Agreement. Dental examinations shall, at a minimum, be performed for those students that have originally entered school, are in third grade, or are in seventh grade. The Dentist agrees that dental services shall only be performed by the Dentist if requested by the District; the Dentist shall only be compensated for those services that are included as a part of Exhibit “A” and that are requested by the District; and all direct services

provided to students of the District must be performed by the Dentist himself, and not an employee of the Dentist.

2. This Agreement shall commence on the day and year first above written and remain in effect until terminated by either party hereto pursuant to this provision. The District may terminate this Agreement at any time for convenience upon 30 days' written notice of said termination to the Dentist. This Agreement may be terminated by the Dentist at any time for convenience upon 120 days' written notice of said termination to the District's Superintendent. Upon termination of this Agreement by the District or the Dentist in accordance with this provision, the parties agree that, at the option of the District, the Dentist shall be obligated to provide, and the District shall be obligated to pay for, dental services through the effective date of said termination.

3. The Dentist represents and acknowledges that the Dentist is an independent contractor and is not an agent, servant, or an employee of the District. The parties understand that the Dentist, acting under the scope of this Agreement, has no authority to assume or create any obligation, whatsoever, express or implied, on behalf of or in the name of the District or to bind the District in any manner whatsoever. All expenses associated with the supply of services by the Dentist 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 the Dentist at the sole expense of the Dentist. As an independent contractor, the Dentist understands that the District will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes or FICA payments for the Dentist.

4. Although the District shall determine the extent to which services are provided by the Dentist and the date and location that the Dentist's services shall be provided, the Dentist shall be solely responsible for determining the specific manner in which services requested by the District are provided by the Dentist. The Dentist specifically represents that the Dentist possesses the training, licensures, certifications, and experience necessary to provide the services which the Dentist has agreed to perform, and further the Dentist shall ensure that all services provided by the Dentist are provided

in a competent and professional manner, in accordance with any licensure or certification restrictions that may be applicable, and in accordance with the District's policies and all applicable laws and regulations. Nothing contained herein is intended nor shall it be construed as reserving to the District the right or power to exercise control over the professional decisions and business practices of the Dentist or the manner or fashion in which the Dentist provides and delivers services to the District.

5. The Dentist recognizes and agrees that this Agreement 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.

6. The Dentist agrees to carry and maintain at the Dentist's expense during the performance of any work for the District under this Agreement the policies of insurance in the specified minimum amounts set forth below. Prior to the commencement of any work or services contemplated herein, the Dentist shall furnish to the District certificates, on a form acceptable to the 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 the 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 the Dentist and the Dentist's employees, shall contain provisions that underwriters will have no rights or recovery or subrogation against the District, its Board Members, 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	\$1,000,000	Per Person
		\$3,000,000	Per Incident
B.	Workmen's Compensation	Minimum Amount Required By Law	

7. In the conduct of its operations hereunder, the Dentist agrees to comply with all local, state and federal laws and regulations applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA). If requested by the District, the Dentist agrees to sign a FERPA Confidentiality Agreement and/or a HIPPA Business Associate Agreement in the form provided by the District. The Dentist agrees to defend, protect, indemnify and save the District, its Board Members, agents, directors, officers and employees harmless for claims, demands, or causes of action (including litigation costs and attorneys fees) relating to any violations of a law or regulation by the Dentist or the Dentist's employees. The Dentist's duties and obligation in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.

8. The Dentist agrees to defend, protect, indemnify and save the District, its Board Members, agents, directors, officers and employees harmless from any and all claims, demands, and causes of action of every kind and character (including litigation costs and attorneys fees) arising in favor any person, 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 the Dentist or the Dentist's employees pursuant to this Agreement. The Dentist's duties and obligation in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.

9. For each service performed by the Dentist, the 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.

10. 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 the Dentist to the 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.

11. At the time this Agreement is executed, the Dentist must provide the District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for the Dentist and all of the Dentist's employees that will have direct contact with students of the District. Neither the Dentist nor Dentist's employees shall have any direct contact with students of the District until said clearances have been obtained and provided to the District. Additionally, once effective, the Dentist agrees to comply with the child abuse training requirements and other requirements of Act 126. Last, so long as this Agreement remains in effect, the Dentist agrees that the Dentist and any of the Dentist's employees that will have direct contact with students of the District shall be required to immediately notify the District if either the Dentist or the Dentist's employee is arrested for any offense other than a summary, traffic violation.

12. Neither this Agreement nor any of the Dentist's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the District's Board of School Directors.

13. 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.

14. 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.

15. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto. Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render the same enforceable and then to enforce the revised section, sentence, or provision against the parties hereto as if the invalid section, sentence, or provision had never been inserted.

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}

Secretary

Witness

WARREN COUNTY SCHOOL DISTRICT

By _____
President, Board of School Directors

Dr. Charles Meyers, DMD

EXHIBIT "A"

The yearly dental services required to be performed in accordance with this Agreement are as follows:

Dr. Charles Meyers, DMD will perform the services required by this Agreement at the rate of \$90.00/hour and on the dates and times mutually agreed to by Dr. Meyers and the District. Said services shall include the duties contained on the following page:

Kindergarten

- A. Dental Health Evaluation (with mouth mirror and explorer)
- B. Instruction in classroom with emphasis on nutrition and brushing along with flossing techniques which will be taught with puppet.

First Grade

- A. Dental Health Evaluation (with mirror and explorer)
- B. Nutrition, brushing and flossing techniques will be taught to each student needing examinations.

Third Grade

- A. Dental Health Evaluation (with mirror and explorer)
- B. Nutrition, brushing and flossing techniques will be taught to each student needing examinations.
- C. Students needing examination will demonstrate their brushing and flossing ability after using disclosing solution and timed for two minutes.

Seventh Grade

- A. Dental Health Evaluation (with mirror and explorer)
- B. Nutrition, brushing and flossing techniques will be taught to each student needing examinations.
- C. Students needing examination will demonstrate their brushing and flossing ability after using disclosing solution and timed for two minutes.
- D. Middle school oral health instruction will be supplemented with age appropriate dental health information.

With permission, a fluoride rinse will be provided to students after proper brushing evaluations have been completed.