

**DENTAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices located at 6820 Market Street, Russell, Pennsylvania 16345-3406, hereinafter referred to as ----- **“DISTRICT ”**

and

**DR. JOSEPH J. PIKNA, DMD**, with offices located at 247 East Main Street Youngsville, Pennsylvania 16371-1171, 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, unless terminated by the District due to Dentist's violation of Section 11 of this Agreement, shall 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 150 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, tools, equipment, 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, ordinances, 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). 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, ordinance, 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 of 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 obligations 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 an invoice by the Dentist to the District. Payment shall be made within fifteen (15) days of the first meeting of the Warren County District Board of School Directors following the receipt of said documents.

11. For the Dentist and any employee of Dentist that will have direct contact with children, Dentist agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 5 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 5 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Dentist acknowledges and agrees that Dentist and any employee of Dentist that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq.* Dentist shall be responsible for complying with School District Policies 7020 and 5002, which can be accessed on the District's website (<http://www.wcsdpa.org>) or provided to Dentist upon request.

Dentist shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for Dentist and all employees that have direct contact with children and shall provide the District with proof of compliance before any individual is permitted to have contact with students of the District. Dentist

shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Dentist shall immediately notify the District's Superintendent in writing. The District may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request, Dentist shall provide the District with access within 24 hours.

For purposes of these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Dentist agrees that any violation of this provision by the Dentist shall constitute a material breach of this Agreement and shall be grounds for the District's termination of this Agreement. Additionally, Dentist understands that a violation of this provision may legally bar the School District from being able to contract with Dentist in the future.

To the fullest extent permitted by law, Dentist agrees to indemnify, defend, and hold harmless the District and the District's officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with Dentist's or Dentist's employee's failure to adhere to any of the requirements of this provision. Dentist's obligations to the District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

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 and approved by the District's Board of Directors at a public meeting held in compliance with the Sunshine Law.

14. 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.

**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, Board of School Directors

By \_\_\_\_\_  
President, Board of School Directors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dentist Signature

## EXHIBIT "A"

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

Dr. Joseph J. Pikna, DMD, will perform the services required by this Agreement at the rate of \$95 per hour and on the dates and times mutually agreed to by Dr. Joseph J. Pikna and the District. Said services shall include the duties contained below:

- A. All students shall receive a dental exam in either kindergarten or grade 1, whichever is their first year of enrollment in the District.
- B. All students shall receive a dental exam in grade 3.
- C. All students shall receive a dental exam in grade 7.
- D. All students that transfer to the District that do not have dental exams recorded in their records, regardless of the grade level, shall receive a dental exam.
- E. Dental care instruction will be provided by the dentist during the examination to each student he examines. Dental care instruction will be provided to parents upon request or if the dentist deems it advantageous for the student.