

THIS AGREEMENT made by and between the COUNTY OF MONTGOMERY, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at 200 Clark Street , Fultonville, NY 12072 (the "County"), and

DANIEL KANA, D.D.S., having his principal offices and place of business located at 42 Darby Lane, Bedford, New Hampshire 03110 (the "Dentist").

WITNESSETH, that the parties hereto hereby mutually agree as follows:

1. The County hereby retains the Dentist as an independent private practitioner as Consultant Dentist for the Montgomery County Correctional Facility, for a period commencing January 1, 2019 and terminating December 31, 2021

A. The Dentist agrees to visit the Montgomery County Correctional Facility at least one day every other week during the term of this Agreement. Said visits shall be at such time and convenience as the Montgomery County Sheriff or the Correctional Facility Administrator in charge at the time of such visits.

B. Recognizing that a correctional dental program is unlikely to provide all the services requested to satisfy the needs (and demands) of the inmates, the description of services shall be provided to the inmates within the limitations of this agreement. Crown and bridgework, prosthetics and root canal work shall not be performed.

To determine the scope of treatment offered, the American Dental Association Patient Classification System shall be followed. Class III & IV patients as in the ADA Classification System will be considered emergencies and will have proper treatment rendered in a timely manner following the proper notification of the Dentist.

i) Class III patients, as defined in the ADA System, means those individuals requiring treatment for such conditions as extensive or advanced periodontal disease, chronic pulpal or apical infection, chronic oral infection, surgical procedures required for the removal of one (1) or more teeth, and other surgical procedures not included in Class IV.

ii) Class IV patients, as defined in the ADA System, means those individuals requiring emergency dental treatment for such conditions as traumatic injury, acute oral infections, suspected serious oral pathological conditions, and conditions involving pain and/or swelling.

C. The Dentist shall consider the following conditions as requiring priority treatment: i) Relief of acute or chronic pain, treatment of acute infections, or treatment of traumatic injury;

ii) Elimination of all oral pathological conditions and extraction of all teeth decayed beyond restorability;

iii) Removal of chronically irritating conditions which could lead to oral malignancies;

iv) Treatment of bone and soft tissue disease; and

v) Restoration of injured or deep carious teeth.

D. Each patient seen by the Dentist will be required to fill out and sign a medical history form. Any possible contraindications of proper treatment due to a medical problem will be discussed with the facility physician.

The inmate's admission dental records and all records of subsequent dental care while an inmate at the Montgomery County Correctional Facility shall be made a part of the medical records.

E. It is mutually agreed that these services shall be available to all inmates without discrimination based on race, creed, color, national origin, sex, disability or source of payment. The Dentist agrees to abide by all applicable State and Federal laws prohibiting discrimination whether or not referred to herein.

F. The Dentist shall keep the Montgomery County Sheriff informed by recommendations, plans for implementation and continuing assessment in his area of responsibility through dated monthly reports, signed and retained by the Sheriff for follow-up action and evaluation of performance.

G. The County retains administrative responsibility for the service to be rendered and requires the Dentist to comply with all the pertinent provisions of Federal, State and Local Statutes, Rules and Regulations pertaining to Rehabilitation Services pursuant to the Public Health Law.

H. The relationship of the Dentist to the County shall be that of an independent contractor. The Dentist, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the County by reason thereof and that he will not by reason thereof make any claim, demand or application to or for the County, including but not limited to professional liability coverage, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.

I. The Dentist represents that the work under this agreement does not involve the employment of employees. If the Dentist shall employ employees, this agreement shall be void and of no effect, unless throughout the life of the agreement the Dentist shall secure compensation insurance, if and as may be necessary, for the benefit of such employees engaged under this agreement as they are

by law required to be insured by provisions of Chapter 41 of the Laws of 1914, and acts amendatory thereto known as the Workers' Compensation Law.

J. The Dentist shall procure and maintain a policy of professional liability insurance coverage providing a combined single limit coverage in an amount not less than One Million Dollars (\$1,000,000) for errors and omissions and acts of malpractice, which policies shall provide coverage for Dentist's acts or omissions to act under this Agreement. The coverage shall be obtained from an insurance company licensed to do business in the State of New York, Upon request, Dentist shall furnish the County with copies of the policies, endorsements and/or certificates of insurance.

(HIPAA), the parties agree to follow any such regulations as may be applicable, with the understanding that the Dentist shall retain sole access to and maintain responsibility of all inmate dental/medical records.

3. The Dentist agrees that the County may terminate this agreement in the event that the Dentist shall conduct himself in such a manner as to impair substantially his ability to discharge his duties as required under the terms of this agreement.

4. The County shall disburse to the Dentist twelve (12) equal installment payments of Seventeen Hundred Hundred Fifty Dollars (\$1,750.00) each, for a total contract

amount of Twenty-one Thousand Dollars (\$21,000) for the year 2019 upon submission of verified vouchers therefor. Beginning January 1, 2020 the County shall disburse to the Dentist twelve (12) equal installment payments of Two Thousand One Hundred and Twenty-five Dollars (\$2,125.00) each, for a total contract amount of Twenty-five Thousand Five Hundred Dollars (\$25,500) per year, upon submission of verified vouchers therefor.

5. The term of this agreement shall be for a period commencing January 1, 2019 and terminating December 31, 2021

6. It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond monies available to or appropriated by the County for the purpose of the agreement and that said agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

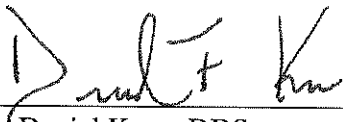
COUNTY MONTGOMERY

Sheriff Montgomery County

Date

By: _____
Montgomery County Attorney

Chairman
Board of Supervisors

By: 
Dr. Daniel Kana, DDS

Date: 1/11/19

