

**AGREEMENT**

**THIS AGREEMENT** made this 14<sup>th</sup> day of November, 2017 by and between PORT JERVIS CITY SCHOOL DISTRICT (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 9 Thompson Street, Port Jervis, New York 12771, and AESTHETIC FAMILY DENTISTRY (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 155 East Main Street, Port Jervis, New York 12771.

**WITNESSETH:**

**WHEREAS**, SCHOOL DISTRICT is authorized by law to contract with individuals for the provision of services of a dentist; and

**WHEREAS**, SERVICE PROVIDER employs licensed dentists; and

**WHEREAS**, SCHOOL DISTRICT desires that SERVICE PROVIDER provide dentist services; and

**WHEREAS**, SERVICE PROVIDER is capable of and willing to provide the within services to SCHOOL DISTRICT;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period commencing on the date this Agreement is approved by the Board of Education and executed, through June 30, 2018, unless terminated earlier, as set forth herein. Thereafter, the Agreement may be renewed for additional one-year terms upon the mutual written consent of the parties.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide SCHOOL DISTRICT with the following services:

SCHOOL DISTRICT agrees:

1. To the extent SCHOOL DISTRICT is willing and such space is available, provide students with a safe setting to receive dental care.
2. SCHOOL DISTRICT shall provide oversight of the Program, in consultation with SERVICE PROVIDER, to ensure that it meets the needs of Students.
3. To provide a mutually acceptable place to set up portable equipment to provide students with needed dental care.
4. To provide access to toilet facilities and potable water, including hot water.
5. To comply with all applicable laws, including those relating to nondiscrimination.

SERVICE PROVIDER agrees:

1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive free dental screenings as needed.
2. To schedule all dental services during normal school hours on regular school days, as mutually agreed upon by the parties and parents or guardians.
3. To ensure parents are informed and consent to the proposed treatment plan.
4. To inform the SCHOOL DISTRICT in writing of any limitations in the services SERVICE PROVIDER is able to provide.
5. To provide parents and the school with an information sheet containing unmet treatment needs within 48 hours after each student's dental screening.
6. To provide SCHOOL DISTRICT a report that will validate contractual agreements have been met.
7. To provide SCHOOL DISTRICT with a report at the conclusion of SERVICE PROVIDER visits or at least monthly, whichever is sooner, to include:
  - a. Number of students returning signed permission slips
  - b. Number of students screened for oral health problems
8. To obtain and maintain all necessary licenses, certifications, authorizations, and training as required by Federal, State, or local statutes, rules, regulations, and orders to provide the services in this Agreement. SERVICE PROVIDER shall provide SCHOOL DISTRICT documentation evidencing these requirements prior to commencing services.
9. To comply with all applicable laws, including those relating to nondiscrimination.

3. **PAYMENT SCHEDULE:** The provision of services during the term of this Agreement shall not be a charge upon the SCHOOL DISTRICT. The SCHOOL DISTRICT shall only be responsible for routine cleaning, maintenance, repairs, janitorial services, and utilities associated with the use of SCHOOL DISTRICT premises, if permitted. In the event the SCHOOL DISTRICT incurs any other out-of-pocket expenses resulting from the services provided under this AGREEMENT, the SCHOOL DISTRICT shall seek reimbursement from SERVICE PROVIDER for such out-of-pocket expenses. The SCHOOL DISTRICT will submit an invoice to SERVICE PROVIDER for out-of-pocket expenses incurred, if any, on a monthly basis, and payment to the DISTRICT shall be made within thirty (30) days from receipt of invoice from the DISTRICT.

4. **INDEPENDENT CONTRACTOR:** SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE

PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

5. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

6. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums becoming payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

7. **RESPONSIBILITY FOR PAYMENT OF SERVICES:** No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and his employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed in connection with this Agreement. Said examination shall not be conducted by an employee of SCHOOL DISTRICT.

9. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that all dentists providing services herein are duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

10. **SAVE LEGISLATION:** SERVICE PROVIDER understands and agrees that he it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances

including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of each individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

11. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

12. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

13. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

14. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

15. **TERMINATION NOTICE:**

- a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

16. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that he, his employees and/or his contractors are not excluded from

participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants he will, at a minimum, check monthly all of his employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

**17. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and

understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

- i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
  - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to the SCHOOL DISTRICT prior to the start of the term of this Agreement upon request. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. SERVICE PROVIDER acknowledges the SCHOOL DISTRICT's Parents' Bill of Rights, incorporated into this Agreement as "Appendix A" and SERVICE PROVIDER's legal responsibilities thereunder pursuant to New York Education Law Section 2-d.
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights upon request, which shall include:
- i. the exclusive purposes for which the student data will be used;
  - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
  - iii. that student data will be returned or destroyed upon expiration of the Agreement;
  - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full

cost of such notification. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

- f. Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement...

18. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

19. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - ii. State that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
  - i. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.

ii. **Workers' Compensation and N.Y.S. Disability:**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board: [http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

iii. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

iv. **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

- h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL DISTRICT's with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.
- i. SCHOOL DISTRICT is a member/owner of the NY Districts Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.
- j. School District and Provider shall secure and maintain comprehensive general liability insurance in the amount of \$1,000,000 (one million dollars) per occurrence with coverage for incidental contracts. School District shall name Provider and Provider shall name School District by endorsement as an additional insured under its respective policy(s). Further, the Certificate of Insurance shall provide that insurance may not be canceled, nonrenewed, or the subject of material change in coverage or available limits of coverage, except on 30 days' prior written notice.

20. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to:



Aesthetic Family Dentistry  
155 East Main Street  
Port Jervis, New York 12771

Port Jervis City School District  
9 Thompson Street  
Port Jervis, New York 10917

21. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

22. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

23. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Orange, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

24. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

25. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

26. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

27. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

28. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

29. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

30. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

PORT JERVIS CITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

AESTHETIC FAMILY DENTISTRY

Date: 11/6/17

By: 

Print: Seth Horn

## Appendix A

### PORT JERVIS CITY SCHOOL DISTRICT

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at:  
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;
- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Port Jervis City School District reserves the right to revise this document accordingly.

## Oral Health Screening Consent and Recommendations

**This section to be completed by parent, guardian or child's representative:**

Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent's/Guardian's/Representative's Name: \_\_\_\_\_

Relationship to: \_\_\_\_\_

I understand that by signing this form I am consenting for the child named above to receive a basic oral health assessment, or dental screening. I understand this screening is only a very basic evaluation and does not take the place of a thorough dental examination. I would need to secure the services of a dentist in order for my child to receive a complete dental examination necessary to establish and maintain oral health.

I also understand that receiving this dental screening does not establish any new, ongoing or continuing doctor-patient relationship. I am free to establish such a doctor-patient relationship for my child in the future with the dentist performing this screening or another dentist of my choice. Further, I will not hold the dentist or those performing this assessment responsible for the oral health consequences or results should I choose NOT to follow the recommendations listed below.

Date: \_\_\_\_\_

Signature of Parent/Guardian/Representative

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**This section to be completed by the dental professional providing the assessment:**

Dear Parent or Guardian,

Beginning September 1, 2008, the New York State Education Department requires that all children entering public school for the first time, at pre-kindergarten, kindergarten, grades 2, 4, 7 and 10 receive an oral health assessment by a dental professional before May 31st of their first school year. Today, I completed a dental screening for your child and below are the results of that evaluation.

Dental screenings only find obvious dental problems and are meant to identify children who need dental care. No X-rays were taken and this screening does not replace a thorough dental examination by a dentist.

Below are the results of the screening and my recommendation:

Your child has no obvious dental problems, but should receive routine examinations by a dentist.

Your child appears to have some dental problems which should be evaluated by a dentist. Please make an appointment at your earliest convenience so that your child can receive a complete examination. Your dentist will determine what, if any, treatment is needed.

Your child has some dental problems which appear to need immediate care. Contact a dentist as soon as possible for a complete examination.

Additionally, I have explained the risks of NOT proceeding with the recommendation provided and have fully responded to the questions posed to me by the parent/guardian/representative.

Date: \_\_\_\_\_

Signature of Parent/Guardian/Representative

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