

## **CONTRACTOR AGREEMENT FOR SPECIAL (DENTAL) SERVICES**

**THIS AGREEMENT**, is made and entered into by and between the County of Hernando, a political subdivision of the State of Florida (hereinafter referred to as "County"), located at 15470 Flight Path Drive, Brooksville, FL 34604 and Three Aces, LLC d/b/a Just Pull It, a Florida limited liability company, located at 7320 Forest Oaks Blvd., Spring Hill, Florida 34606 (hereinafter referred to as "Contractor").

**WHEREAS**, County desires to contract with Contractor for special services which consist of providing specified dental services to inmates of the Hernando County Detention Center; and

**WHEREAS**, Contractor is specially trained, experienced, and competent to perform such dental services; and

**WHEREAS**, the parties desire to set forth the terms and conditions under which said dental services shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### **1. SCOPE OF SERVICES**

Contractor shall provide specified dental services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services, with corresponding ADA dental codes, shall include, specifically, the following:

- A. Extraction, erupted tooth or exposed root (elevation and/or forceps removal) (D7140). This includes removal of tooth structure, minor smoothing of socket bone, and closure, as necessary;
- B. Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated (D7210). This includes related cutting of gingiva and bone, removal of tooth structure, minor smoothing of socket bone and closure;
- C. Panoramic radiographic image (D0330); and
- D. Limited oral evaluation – problem focused (D0140). This includes an evaluation limited to a specific oral health problem or complaint. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately. Definitive procedures may be required on the same date as the evaluation. Typically, patients receiving this type of evaluation present with a specific problem and/or dental emergencies, trauma, acute infections, etc.

### **2. DUTIES OF CONTRACTOR**

In addition to the services to be provided by Contractor under Section "SCOPE OF SERVICES", Contractor shall:

- A. Provide all dental services at Contractor's office located at: 180 Mariner Blvd., Spring Hill, Florida 34609;
- B. Provide, at Contractor's own expense, onsite staff during the period(s) of service, which shall include at two (2) office receptionists, one (1) dentist, and two (2) dental assistants (additional staff may be onsite, as necessary);
- C. Provide all dental services on two (2) single days during each month (TBD) from the hours of 8:00 a.m. to 11:00 a.m. On any single day, Contractor shall treat up to a maximum of ten (10) inmates, unless the parties expressly agree otherwise.

### **3. DUTIES OF COUNTY**

In addition to any and all other duties provided in this Agreement, County shall:

- A. Provide all transportation of inmates to Contractor's designated office for the rendering of dental services;
- B. Provide all requested, necessary medical records and consent forms from inmates prior to arriving onsite for dental services;
- C. Provide supervision of inmates at all times while said inmates are at Contractor's office, including during the provision of dental services.

### **4. TERM**

The term of this Agreement shall commence on the 1st day of April 2023, and continue until the 1st day of September 2023, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement. Upon the expiration of the original term, Agreement shall be automatically renewed for a one (1) year period unless, at least thirty (30) days prior to the renewal date, either party gives the other party written notice of its intent not to continue the agreement.

### **5. COMPENSATION**

County agrees to pay Contractor in accordance with the Rate Schedule set forth herein. However, the value of total services to be performed hereunder shall not exceed Five Thousand Dollars (\$5,000.00) per month during the term of this Agreement. No other fees or expenses shall be paid to Contractor unless expressly approved, in writing, by the County.

The applicable rate(s) to be charged by Contractor are as follows:

*Tooth extraction (simple tooth or wisdom tooth) - \$250.00 per tooth extracted, which price shall include panoramic x-ray and limited dental evaluation by Dentist.*

All payments made under this Agreement shall be paid by check, payable to the order of

the Contractor and be mailed to Contractor at:

Name: Three Aces, LLC d/b/a Just Pull It  
Address: 7320 Forest Oaks Blvd.  
City/State/Zip: Spring Hill, Florida 34606

Contractor may request that County mail the check to Contractor to such other address as Contractor may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

## 6. TERMS OF PAYMENT

Payment shall be only for full, complete performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification." Both the invoice and W-9 form shall be forwarded to the County at the County address shown under Section "NOTICES" of this Agreement. Upon approval by County, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete invoice.

Each invoice or approved alternate documentation must (a) detail by task the service performed by Contractor and (b) provide any additional, reasonable information and data requested by County as deemed necessary by County to properly evaluate or process Contractor's claim.

## 7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. **Personal Delivery.** When personally delivered to the recipient, notice is effective upon delivery.
- B. **First Class Mail.** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. **Certified Mail.** When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

- D. **Overnight Delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile Transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.
- F. **Email Transmission.** When sent by email, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers confirmation of receipt. Any notice given by email shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County c/o:

Contractor:

Hernando County Board of Commissioners Three Aces, LLC d/b/a Just Pull It

15470 Flight Path, Brooksville, FL

7320 Forest Oaks Blvd., Spring Hill, FL

Ph: 352-754 - 4000 | Fax: 352-754 - 4477

Ph: 352-596-1771 | Fax: 352-596-6067

Email: kim.periodoc@gmail.com

Any party may change its address, email, or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## **8. TERMINATION FOR CONVENIENCE**

~~This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth,~~ may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon the effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County.

## **9. TERMINATION FOR CAUSE**

Either party may terminate this Agreement and be relieved of any further responsibilities hereunder if the other party fails to perform any material duty or obligation of this Agreement and, after ten (10) days-notice by the non-defaulting party, the defaulting party fails to cure said default. Notice shall be given as otherwise provided herein. Such remedy is in addition to such other remedies as may be available as provided by law.

## **10. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## **11. INSURANCE**

A. Prior to commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy.

1. Professional Liability Policy: \$1,000,000.00 limit per occurrence and \$3,000,000.00 aggregate limit covering Contractor's wrongful acts, errors and omissions.

## **12. INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, and expenses whatsoever, alleged to have been caused by Contractor, including its employees, agents, and officers.

County shall indemnify, defend, and hold harmless Contractor from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, and expenses whatsoever, alleged to have been caused by County, including its employees, agents, and officers.

## **13. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this

Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

#### **14. RECORDS, INFORMATION AND REPORTS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times to such records, and the right to examine the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

15. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

#### **16. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

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#### **17. LAWS, LICENSES, PERMITS AND REGULATIONS**

Contractor agrees to comply with all State laws and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and its work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of Florida, County of Hernando and all other appropriate governmental agencies. Failure to maintain the

licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement.

#### **18. ASSIGNMENT**

Contractor shall not assign this Agreement, or any part thereof, to any person without obtaining the prior written consent by County, which shall not be unreasonably withheld.

#### **19. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of Florida in all respects. Any disputes concerning any question of fact or law arising under this Agreement shall be tried in Hernando County, Florida, unless the parties agree otherwise or are otherwise required by law.

#### **20. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

#### **21. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

#### **22. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.

#### **23. DUPLICATE COUNTERPARTS**

~~This Agreement may be executed in duplicate counterparts, each of which shall be~~ deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.


County of Hernando, Florida

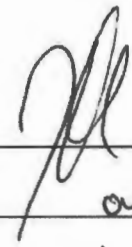
Contractor: Three Aces, LLC  
d/b/a Just Pull It

(Print)

John Allocco

D2 Jeffrey Damm

(Sign)   
(Title) Chairman  
(Date) 04/11/2023

  
owner  
3/24/23

