

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
THE UNIVERSITY OF LOUISVILLE SCHOOL OF DENTISTRY
LOUISVILLE, KENTUCKY**

This Agreement is entered into as of February 24, 2015, between the Jefferson County Board of Education ("JCBE"), having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and The University of Louisville School of Dentistry (ULSD), having its offices at 501 S. Preston Street, Louisville, KY 40202 for the purpose of documenting the arrangements for the use of Jefferson County Public Schools ("JCPS") facilities by UofL and ULSD employees/contractors to conduct oral health screenings. In this Agreement, JCBE and ULSD are sometimes referred to individually as a "Party" and collectively as the "Parties."

I. GENERAL TERMS OF AGREEMENT:

1. The terms of this Agreement shall be reviewed annually, during the year, or as the need arises, by the respective administrative officers of JCBE and ULSD.
2. This Agreement shall be effective beginning on February 24, 2015 and ending on June 30, 2015. This Agreement shall automatically renew each year on July 1, 2015 through 2018 for successive one-year terms for an aggregate of five (5) years, unless any Party has given timely notice under paragraph I-2 below prior to any such July 1, and shall terminate on June 30, 2019.
3. This Agreement may be terminated immediately by mutual consent of the Parties in writing or by any Party upon ninety (90) days written notice to the other Parties. If JCBE terminates this Agreement, ULSD employees/contractors will be permitted to complete the program at the JCPS facilities then participating in the program for the period in which the ninety (90) day notice becomes effective.
4. JCBE and ULSD are independent parties and shall not be construed to be an agent or representative of any other Party or Parties, and therefore have no liability for the acts or omissions of any other Party or Parties. Each Party shall, however, be liable for any negligent or wrongful acts of its own employees/contractors. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and ULSD employees/contractors.
5. Each Party and its employees/contractors shall comply with all federal and state laws and regulations and all JCBE policies applicable to the provision of the services described in this Agreement, including without limitation the federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCBE policies and procedures for volunteers and visitors entering JCPS facilities.
6. The construction, enforceability, interpretation, and performance of the provisions of this Agreement shall be governed by and interpreted construed in accordance with the laws of the State of Kentucky.
7. This Agreement contains the entire agreement between JCBE and ULSD and supersedes any and all prior agreements, either written or oral, regarding the same subject matter; provided, however, that any written agreements regarding the same subject matter executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.

II. SCHOOL OF DENTISTRY AT THE UNIVERSITY OF LOUISVILLE AGREES TO:

1. Require and verify that all employees/contractors of ULSD are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with a certificate of insurance upon request.
2. Provide dental professionals (dentists, dental hygienists and students) from the School of Dentistry at the University of Louisville, to perform oral health screening services for the Dental Services Program on site within JCPS and/or at ULSD.
3. ULSD faculty, staff and students will provide oral health screening services for the Dental Services Program. Oral Health Screening services are to be provided to JCPS students, K-5th grade, who have on file at the school a signed parental permission form. ULSD will provide a form outlining the diagnostic recommendations for follow up care on each child that has undergone an oral health screening. JCPS will be responsible for returning diagnostic forms to parents. ULSD will provide information regarding locations of ULSD pediatric dental clinics where follow up care can be performed. All sources of third party/insurance payers will be billed for covered services and on a case by case basis funds for unreimbursed dental services will be accessed for those children who otherwise have no resources available to cover the cost of required services. Dates, times and locations number of screening events at JCPS will be mutually agreed upon by all parties.
4. Inform ULSD employees/contractors participating in the Dental Services Program that they are not entitled to wages from JCBE for their activities during the period when they are assigned to use the JCPS facilities and that they are not employees of the JCBE during the period when they are assigned to use the JCPS facilities. Upon request of JCBE, each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
5. Require all ULSD employees/contractors/volunteers participating in the Dental Services Program have on file a Criminal Records Check, per Kentucky law and JCBE requirements, completed no longer than five years ago. Employees/contractors convicted of any of the following, per JCBE policy 03.6, shall not be considered:
 - Any conviction for sex-related offences;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction of drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determine by the Superintendent/designee to bear a reasonable relationship to the ability to serve as a volunteer.

6. ULSD will provide the JCPS Health Services Coordinator results from student oral health screenings so that the JCPS Health Services Coordinator may follow up with parents/guardians as needed and described in paragraph II-2 above.
7. Notify ULSD of variations in the schedule due to inclement weather, illness of any employees/contractors of ULSD, etc. for purposes of notification to JCBE.

III. JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

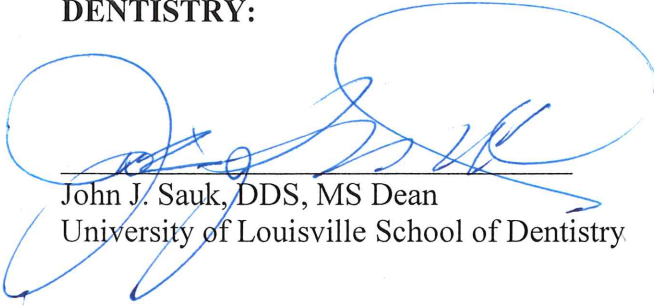
1. Provide the use of facilities for ULSD employees\volunteers for the purposes described in this Agreement. Such facilities shall be mutually agreed upon for each JCPS school year by JCBE administrative personnel and ULSD administrative personnel. Such facilities shall be available annually during the JCPS school year.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, and other appropriate resources for such purposes.
3. JCBE will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their participation in the Dental Services Program.
4. JCPS will be responsible for returning diagnostic forms to parents.
5. Assist ULSD employees\volunteers with the interpretation of applicable JCBE policies and procedures for volunteers and visitors entering JCPS facilities.
6. Provide employees/contractors of ULSD with a brief written report on the number of children who received oral care services under this Agreement.

JEFFERSON COUNTY BOARD OF EDUCATION:


Donna M. Hargens, Ed.D
Superintendent

Date of Signature

UNIVERSITY OF LOUISVILLE, THROUGH THE UNIVERSITY OF LOUISVILLE SCHOOL OF DENTISTRY:




John J. Sauk, DDS, MS Dean
University of Louisville School of Dentistry


Theresa G. Mayfield, DMD
Associate Dean of Clinical Affairs

1/15/2015
Date of Signature

1-15-15
Date of Signature



David L. Dunn, MD, Ph. D
Executive Vice President for Health Affairs
University of Louisville

1-28-15
Date of Signature

APPROVED AS TO FORM



ASSOC. UNIV. COUNSEL