

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
KIDS FIRST DENTAL CARE
LOUISVILLE, KENTUCKY**

This Agreement is entered this April 28, 2015 between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and Kids First Dental Care having its office at 119 Pine St., Barbourville, KY for the use of Jefferson County Public Schools' ("JCPS") facilities to provide dental procedures to students. Kids First Dental Care is ultimately responsible for the diagnostic and preventive services, and has the capability of staff/volunteers performing all procedures that are normally done in a standard dental office setting in a self-contained mobile unit on the JCPS facilities.

GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, or as the need arises, by the respective administrative officers of Kids First Dental Care and JCPS.
2. This Agreement shall be effective beginning on April 28, 2015 and ending on April 28, 2016. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement, Kids First Dental Care will be permitted to complete the services scheduled for students.
3. To indemnify and hold Jefferson County Board of Education, its' employees and Board members, harmless against loss, liability, claims, demands, actions, damages and expenses in connection therewith, including attorneys' fees and expenses if litigation, if any, respecting providing professional healthcare services by PROVIDER to the children of THE PROGRAM.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement contains the entire agreement between JCBE and Kids First Dental Care and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.

KIDS FIRST DENTAL CARE AGREES TO:

1. Work in collaboration with the Coordinator of JCPS Health Services and/or his/her designee to create schedules and assignments for dental care. Consent forms provided by Kids First Dental Care.
2. Require and verify that all Kids First Dental Care staff have professional liability insurance and provide JCBE with a certificate of insurance upon request.
3. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the experience of the dental procedures and to review contractual agreements.
4. Inform Kids First Dental Care staff/volunteers they are not entitled to wages from JCBE for their activities during the period of affiliation with JCBE and that they are not employees of the JCBE

when they are assigned to use the JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.

5. Require and verify that all Kids First Dental Care staff/volunteers are covered by professional liability insurance in amounts no less than \$1,000,000 per claim/\$3,000,000 aggregate per policy year and provide JCBE with a certificate of insurance upon request.
6. Require all staff/volunteers to complete a Criminal Records Check per JCBE requirements. Staff/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not be considered.
7. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
8. See all children who have a completed consent form. There are no age or financial limitations. Services will be provided to children regardless of ability to pay. At no time will schools or families be charged for services provided by Kids First Dental Services.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of JCPS facilities to dental professionals. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Kids First Dental Care administrative personnel. Such facilities shall be available annually during the school year, however, such use may not interfere with the instructional program of JCPS.
2. Provide the opportunity for dental professionals to perform dental diagnostic and preventive services to students.
3. When and where possible, provide the use of parking space for the mobile unit.
4. Assist Kids First Dental Care staff with the interpretation of JCBE policies and procedures.
5. Ensure emergency medical treatment is provided to dental professionals if needed for illness or injuries suffered during dental experiences. Such treatment shall be at the expense of the dental professionals treated.
6. Distribute and collect Kids First Dental Care consent forms via designated school staff.

DISCRIMINATION

1. There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status in either the selection of students participating in the program, or as to any aspect of the clinical training in the program, provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation in and of itself, preclude the student's effective participation in the program.

GOVERNING LAW

1. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

KIDS FIRST DENTAL CARE

JEFFERSON COUNTY BOARD OF EDUCATION

Edwin E. Smith, DMD

Edwin E. Smith
DMD Dental Director

Donna M. Hargens, Ed.D
Superintendent

3/24/2015

Date

Date