

Three Rivers District Health Department & Home Health Agency

510 South Main Street
Owenton, Kentucky 40359
PH: (502) 484-3412
FAX: (502) 484-0864

May 27, 2011

To Whom It May Concern:

Please find enclosed two copies of the current fiscal year 2011-2012 Service Agreements. Please sign both copies and return copy in the enclosed return envelope addressed to the attention of Michelle Wilburn. Additionally, copies of the health department voucher for services form and information regarding the vaccines are enclosed.

- Services provided at the health department require a voucher to be presented by the employee from their respective agency at the time of service(s).
- If an employee presents for a service without a TRDHD voucher for services from their employer, the service(s) may be declined.

A Health Insurance Portability and Accountability Act (HIPAA) approved Business Associate Agreement "BAA" is also enclosed for your signature. Please sign and return along with the service agreements. A copy will be maintained on file at the Health Department. If you would like a copy of the BAA, please submit a request when returning the executed agreement(s).

Three Rivers District Health Department will administer the contracted services at your agency, another designated site, or employees may go to the local health department.

- To schedule the off-site services, please contact Denise Bingham or Debbie Jones at (502) 484-3412.
- For employees who will be **presenting at the health department** for services, please contact the local health department in your county; Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985.
- For **questions about the Agreement**, please contact Michelle Wilburn or Amy Young at (502) 484-3412.

Also available will be post vaccination serologic testing for immunity following Hepatitis B vaccines. This will include a blood draw (Hepatitis B surface antigen) that will be sent to a contracted lab for actual testing. The service will be available for \$25.00 per employee. The post testing will be performed two (2) months after the third dose of Hepatitis B vaccine is administered.

Sincerely,



R. Michelle Wilburn
Administrative Supervisor

GALLATIN CO. HEALTH CENTER
ph: (859) 567-2844

OWEN CO. HEALTH CENTER
ph: (502) 484-5736

CARROLL CO. HEALTH CENTER
ph: (502) 732-6641

PENDLETON CO. HEALTH CENTER
ph: (859) 654-6985

CONTRACT CODE 39

THIS CONTRACT, between GALLATIN COUNTY BOARD OF EDUCATION

(First Party) P.O. BOX 147

WARSAW, KY 41095

and THREE RIVERS DISTRICT HEALTH DEPARTMENT

(Health Department) Health Department

510 S. MAIN STREET

OWENTON, KY 40359

is effective July 1, 2011 and ends June 30, 2012.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

- 1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), PPD (Mantoux TB skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of the First Party;
- 2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;
- 3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;
- 4. To provide the agreed services at the Pendleton County Health Center or another designated site;
- 5. To document all medical information and with a signed release provide this information to the First Party;
- 6. To ensure confidentiality of all medical services provided;
- 7. To bill the First Party as follows:

Hepatitis A vaccine	\$ 60.00 per dose
Hepatitis B vaccine	60.00 per dose
Tetanus-diphtheria (Td)	35.00
Measles, Mumps, Rubella (MMR)	66.00
TB Assessment (no TB skin test)	20.00
TB Assessment (skin test & reading)	25.00

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on this the _____ day of _____, 2011, ("Effective Date"), is entered into by and between _____ (the "Business Associate") and Three Rivers District Health Department, with an address at 510 S. Main Street, Owenton KY, (the "Covered Entity") (each a "Party" and collectively the "Parties").

The Business Associate is a _____. The Covered Entity is a district health department contracted by the Department for Public Health of the Commonwealth of Kentucky, in accordance with KRS Chapter 211, to share the responsibility with the Department for Public Health to implement and administer the public health laws of the Commonwealth.

The Parties entered into a Service Agreement (the "Contract") on the 1st day of July, 2011, under which the Business Associate may use and/or disclose Protected Health Information in its performance of the Services described in the Contract. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by Covered Entity to Business Associate, or created or received by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Contract and after its termination. The Parties agree as follows:

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

WHEREAS, Business Associate agrees to collect and destroy any and all recyclable material produced by the Covered Entity, and is to assume responsibility for these documents upon receipt; and

- a. Shall use and disclose the Protected Health Information only in the amount minimally necessary to perform the services of the Contract, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by the Covered Entity.
- b. Shall immediately report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate.
- c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
- d. Use appropriate administrative, technical and physical safeguards to maintain the privacy and security of the Protected Health Information and to prevent uses and/or disclosures of such Protected Health Information other than as provided for in this Agreement.
- e. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement.
- f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance with the Privacy Regulation.
- g. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
- h. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after

- o. The Business Associate agrees to immediately notify the Covered Entity of any breach of unsecure PHI as that term is defined in the ARRA and any subsequent regulations and/or guidance from the Secretary of DHHS. Notice of such a breach shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. Business Associate further agrees to make available in a reasonable time and manner any information needed by Covered Entity to respond to individuals' inquiries regarding said breach.
- p. Business Associate agrees to indemnify the Covered Entity for the reasonable cost to notify the individuals whose information was the subject of the breach and for any cost or damages, including attorney fees or fines, incurred by Covered Entity as a result of the breach by Business Associate, including but not limited to any identity theft related prevention or monitoring costs.
- q. Business Associate agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Contract made applicable to Business Associate by the ARRA on the applicable effective date as designated by ARRA and any subsequent regulations promulgated under ARRA and/or guidance thereto.

2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- a. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to individuals pursuant to 45 CFR §164.520, and provide, upon request, the Business Associate a copy of the Notice currently in use.
- b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by individuals pursuant to 45 CFR §164.508.
- c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f).
- d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 CFR §164.522 agreed to by the Covered Entity.

ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.3 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that Business Associate maintains Protected Health Information received

term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

- 4.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Contract or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as the Contract is in effect.
- 4.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract dated the First of June, 2009, between the Parties.
- 4.5 Effect of Termination. Upon the event of termination pursuant to this Section 4, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. §164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If the Business Associate determines that it is not feasible to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. CONFIDENTIALITY

Confidentiality Obligations. In the course of performing under this Agreement, each Party may receive, be exposed to or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well

If to Business Associate, to:

Attention: _____
Phone: _____
Fax: _____

With a copy (which shall not constitute notice) to:

Attention: _____
Phone: _____
Fax: _____

If to Covered Entity, to:

Three Rivers District Health Department
510 S. Main Street
Owenton, Ky 40359

Attention: Michelle Wilburn
Phone: 502-484-3412
Fax: 502-484-0864

With a copy (which shall not constitute notice) to:

Department for Public Health
Cabinet for Health and Family Services
275 East Main Street, H-S1WC
Frankfort, Kentucky 40621
Attention: Privacy Officer
Phone: (502) 564-6663
Fax: (502) 564-0919

With a copy (which shall not constitute notice) to:

Office of Administrative & Technology Services
Cabinet for Health and Family Services
275 East Main Street, 4W-E
Frankfort, Kentucky 40621
Attention: Security Officer
Phone: (502) 564-6478
Fax: (502) 564-0203

BUSINESS ASSOCIATE

By: _____

Printed Name

Printed Title

Date