

**Kentucky Oral Health Network  
Dental Outreach Agreement  
Boards of Education**

THIS AGREEMENT, is made and entered by and between HENDERSON COUNTY (KENTUCKY) BOARD OF EDUCATION (HCBE) ("----- ( 1805 SECOND STREET HENDERSON, KY 42420)-----" and UNIVERSITY OF KENTUCKY, Chandler Medical Center, College of Dentistry ("University").

Purpose. Whereas the University of Kentucky and its health care programs and colleges have the mission to improve the health of Kentuckians and the nation by conducting patient care , public health programs and education and research programs directed towards minimizing or eliminating the effects of oral conditions and diseases and oral health disparities; and

Whereas, UK is charged, as part of its mission, to deliver its services and make its programs available throughout the Commonwealth and beyond, and

WITNESSETH:

WHEREAS, University conducts a state-wide Kentucky Oral Health Network (KOHN) that includes school-linked and/or school -based dental outreach programs in collaboration with County Boards of Education. The Kentucky Oral Health Network ( KOHN) includes the Western Kentucky Dental Program, that provides clinical and public health dental outreach services to the children attending Henderson County schools; and

WHEREAS, the parties agree that it is in the best interest Henderson County school children that HCBE and University enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Term and Termination. The basic term of this Agreement shall commence on the first day of Henderson County school year 2012-2013 and end on June 30, 2013. Thereafter, this Agreement shall automatically renew for successive one (1) year terms. Either party shall have the right to terminate this Agreement at any time with sixty (60) days prior written notice to the other party.
2. Dental Outreach Program. University shall conduct preschool and school dental programs to provide clinical and public health dental outreach services for schoolchildren. Such dental operation is subject to the following terms:
  - A. Policies and Procedures. University will adhere to all University policies, procedures, rules and regulations.
  - B. Dental Records. The University will retain responsibility for maintaining dental records
  - C. Compensation. University will bill third-party payors, including insurance carriers, Medicaid and KCHIP for dental services provided to school children in Henderson. University will retain all revenues received as a result of such billing for preschool and school children to help support program expenses.
  - D. Coordination. University will coordinate dental services of this program with school-based health services provided by the Henderson County Board of Health /Henderson County Health Department and educational programs of the Audubon Area Head Start Program in Henderson County.

Follow-up services will also be coordinated with Dan A. Martin dental program/clinic, a part of Kentucky Oral Health Network (KOHN); with the KOHN dental clinic at Trover Health System, other safety net programs that serve children from Henderson County and with dentists and dental specialists and medical providers who care for children in Henderson County.

- E. Scope of Services—University will define and coordinate with HCBE the scope of services that will provided each school year.
- F. Use of routine dental information and publication —University will retain the right to publish scientific publications, program evaluations and technical KOHN reports related to standard dental services provided by this program. Consent processes will include an authorization to use de-identified demographic and patient services data will be used for these purposes.

- G. Research; University may periodically develop and propose scientific studies as a part of this Dental Outreach Program. Such studies will require prior joint approval of by HCBE and University, including review and approval by all applicable Institutional Review Boards,(IRB's)

3. Responsibilities of Henderson County Board of Education (HCBE) . HCBE shall provide as follows:

- A. Designated School Representative(s)—HCBE shall designate a lead representative and other representatives as needed at school s to work with the UK Dental Director and/or her/his designee to plan, facilitate and coordinate annual activities , services and schedules for the Dental Outreach Program
- B. HCBE shall provide space on-site at schools, as needed, for conduct of the Dental Outreach Program. Space arrangements will be developed as part of annual services plan and modified as needed based on mutual agreement of both parties.
- C. HCBE will assist University with routine logistical support necessary to obtain consent(s) and determine eligibility of children to participate in the Dental Outreach Program and for conduct of the on-site clinics and educational activities, according to the annual program plan that is mutually developed.
- D. HCBE will assist University, by mutual agreement of both parties, with transportation of children for necessary follow-up treatment at Dan A. Martin Clinic at Henderson County Health Department and/or KOHN dental clinics at Trover Health System.

4. Responsibilities of University. University shall provide as follows:

- A. Staffing and Personnel. University shall employ and provide all faculty dentists and dental staff to conduct the Dental Outreach Program. Such employees will have current, valid Kentucky licenses\certificates and credentials and background checks that are required for dental practice in Kentucky and employment by the University and College of Dentistry. This will include completion of annual continuing education requirements, including without, Safety, Infection Control and OSHA limitation. Dental students, dental residents and dental auxiliary students may also be involved with provision of services, under appropriate faculty supervision as permitted by College of Dentistry and current Kentucky Dental Statutes and regulations.
- B. For Workers' Compensation purposes; University certifies dentist(s) and other UK dental staff for the Dental Outreach Program are UK employees
- C. Supplies and Equipment: University will provide all necessary dental and general supplies and equipment, including phone support and computers/printers\copiers needed to provide dental and educational services.
- D. Billings—University will provide all necessary support for third party billings
- E. University's Infection Control Policy. University will follow standard UK infection control policies of the College of Dentistry. Evidence of necessary immunizations of dental personnel will be provided on request.

5. Compliance with Statutes, Regulations, and Ordinances. University agrees to comply with and meet all federal, state, local requirements and regulatory agency requirements, including statutes, rules, regulations, codes, ordinances, pertaining to this Agreement.

6. Affirmative Action. University is an equal opportunity employer and the parties to this Agreement agree not to discriminate in regard to race, religion, color, creed, age, sex, national origin or disability.

7. Liability. The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky and is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the University, its agents, officers or employees. The University of Kentucky is self-insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the College of Dentistry or its agents. Agents of the College of Dentistry include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, the University of Kentucky College of Dentistry maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

The Henderson County Board of Education shall maintain liability for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00)

aggregate per policy year, or such other minimum amounts as may be required from time to time by the University's College of Dentistry. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the College of Dentistry. The Henderson County Board of Education shall promptly, following request by the University, provide evidence of acceptable insurance coverage.

8. Risk Management. The HCBE Superintendent and University Hospital's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a University student, resident or faculty or staff member or a HCBE employee is involved with said patient's care as part of Dental Outreach Program.
9. University Corporate Compliance. HCBE affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that FCSB is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this Agreement, HCBE will notify the University of Kentucky Chandler Medical Center, hereinafter "UKCMC", Office of Compliance, A301 KY Clinic, Lexington, Kentucky 40536 in writing, by certified mail, within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky shall immediately terminate this Agreement upon written notice.

Additionally, HCBE affirms that it is aware that UKCMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24-hour, seven day a week compliance Comply-Line. HCBE has been informed that a copy of the UKCMC compliance plan is on file in the Purchasing Office or can be viewed online at <http://www.mccs.uky.edu/compliance> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should HCBE be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. HCBE recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer through the Comply-Line 1-877-898-6072, in writing, or directly (859) 323-6044 any actions by an agent or employee of UKCMC which Contractor believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

10. Health Insurance Portability and Accountability Act.

College of Dentistry will direct its faculty dentists and other dental employees and students and residents to hold all individually identifiable patient health information ("Protected Health Information") that may be shared, transferred, transmitted, or otherwise obtained pursuant to the Agreement strictly confidential, and to comply with HCBE's policies and procedures including those governing the use and disclosure of protected health information afforded by applicable federal, state, and local laws and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Solely for the purpose of defining the dentist faculty member's and dental staff and student and resident roles in relation to the use and disclosure of HCBE's protected health information, such UK dental employees and student's and residents are defined as members of the HCBE "work force" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to the Agreement. However, such faculty members are not and shall not be considered to be employees of HCBE for other purposes.

11. Entire Agreement, Modification & Amendment. This is the entire agreement between the parties and superseded all prior agreements and understandings, both written and oral. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

HENDERSON COUNTY BOARD OF  
EDUCATION

Approved:

BY: \_\_\_\_\_  
Dr. Thomas L. Richey  
Superintendent  
Date

UNIVERSITY OF KENTUCKY

Approved:

BY: Michael Karpf  
Michael Karpf, MD  
Executive Vice President for Health Affairs  
Date

RECOMMENDED BY:

BY: Sharon P. Turner 2-20-2012  
Sharon P. Turner, D.D.S., JD  
Dean, College of Dentistry  
Date

## **HIPAA Business Associate Agreement**

This HIPAA Business Associate Agreement ("BAA"), effective as of the first day of Henderson County school year 2012-2013, is made by and between The University of Kentucky (the "UNIVERSITY" and the Henderson County Board of Education (the "COMPANY") for the purpose of compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and regulations issued pursuant thereto ("HIPAA"). This BAA hereby amends and is incorporated into any underlying agreement between UNIVERSITY and the Company (the "Agreement"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

### **1. HIPAA Privacy Regulations.**

- (a) **General.** COMPANY acknowledges that it is a Business Associate of UNIVERSITY for purposes of HIPAA's Standards for Privacy of Individually Identifiable Health Information, (as the same may be amended from time to time, the "*Privacy Regulations*"). Accordingly, from and after April 14, 2003 or the effective date of this Agreement, whichever is later, (the "*Privacy Compliance Date*"), COMPANY shall comply with the provisions set forth in **Attachment A** with respect to UNIVERSITY's Protected Health Information.
- (b) **Uses and Disclosures of Protected Health Information.** From and after the Privacy Compliance Date, Company shall Use and Disclose Protected Health Information only as necessary to perform its obligations under the Agreement between UNIVERSITY and the Company dated (insert date of underlying agreement here) ("Agreement"). Notwithstanding the foregoing, COMPANY may Use Protected Health Information received by COMPANY in its capacity as a Business Associate of UNIVERSITY if necessary: (i) for the proper management and administration of COMPANY; and/or (ii) to carry out the legal responsibilities of COMPANY. COMPANY may Disclose Protected Health Information received by COMPANY in its capacity as a Business Associate of UNIVERSITY for the purposes described in subsections (i) and (ii) of this subsection (b) only if the Disclosure is: (iii) Required by Law; or (iv) COMPANY obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will: (x) be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person; and (y) notify COMPANY of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- (c) **Failure to Comply with HIPAA Obligations; Opportunity to Cure; Termination.** If, following the Privacy Compliance Date, COMPANY notifies UNIVERSITY, or UNIVERSITY otherwise has reason to believe, that COMPANY has violated a material term of any of the requirements set forth in this **Section 1**, not later than five (5) calendar days following UNIVERSITY's request, the parties shall meet (in person or by telephone, as requested by UNIVERSITY) to discuss UNIVERSITY's concerns. Following such meeting, COMPANY shall advise UNIVERSITY whether it agrees or disagrees with UNIVERSITY's concerns. If COMPANY agrees with UNIVERSITY's concerns, not later than five (5) calendar days after such meeting, COMPANY shall propose to UNIVERSITY a plan for addressing UNIVERSITY's concerns (the "*Corrective Plan*") and, if necessary, the parties thereafter shall engage in good faith discussions in an effort to reach agreement on the terms of the Corrective Plan. If COMPANY materially fails to implement the terms of the mutually agreed Corrective Plan, then, in addition to any other rights and remedies that may be available to UNIVERSITY, UNIVERSITY shall have the right to terminate the Agreement. If COMPANY disagrees with UNIVERSITY's concerns, then COMPANY and UNIVERSITY will follow the dispute resolution procedures set forth in the Agreement, or, if dispute resolution procedures are not set forth in the Agreement, then the parties will engage in good faith discussions at successively higher levels of management until the dispute has been resolved. Notwithstanding the foregoing or any contrary provisions or terms in the Agreement, if the parties are unable to reach agreement on the terms of the Corrective Plan or otherwise are unable to reach agreement with respect to UNIVERSITY's concerns within ninety (90) calendar days following UNIVERSITY's initial request for a meeting as described above, then, upon written notice to COMPANY, UNIVERSITY shall have the right to terminate the Agreement if UNIVERSITY has determined that COMPANY has violated a material term of any of its HIPAA-related obligations hereunder. Such termination shall be without liability or further obligation on the part of UNIVERSITY to COMPANY, except for those provisions that survive any termination of the Agreement.

- (d) **Treatment of Protected Health Information.** Notwithstanding anything contained in the Agreement to the contrary, Protected Health Information shall not be included within any definition of "confidential" or "proprietary" information or any other similar term(s) in the section(s) of the Agreement related to protection of confidential or proprietary information, if any. COMPANY's obligations with respect to Protected Health Information are set forth in this BAA.
- (e) **Defined Terms.** Capitalized terms used in this Section (1) and in Attachment A, but not defined herein, shall have the meanings ascribed to them in the Privacy Regulations.

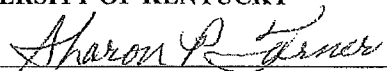
2. **Changes or Modifications to HIPAA and/or HIPAA Regulations.** If, following the effective date of this BAA, HIPAA and/or any of the HIPAA regulations are modified and/or additional regulations are issued pursuant to HIPAA (each, a "Modification") and, as a result, UNIVERSITY determines that modifications to the terms of the Agreement are required in order for UNIVERSITY to comply with such Modification(s) (including by way of example and not of limitation, if additional provisions are required to be included in agreements between Covered Entities and Business Associates), promptly following UNIVERSITY's request, the parties shall engage in good faith negotiations regarding any modifications to the terms of this Agreement that may be necessary or appropriate. If the parties are unable to agree on any such modifications to the terms of the Agreement following such good faith negotiations, which negotiations shall not exceed ninety (90) calendar days from the date of UNIVERSITY's request for negotiations unless otherwise agreed to by the parties, then following expiration of such ninety (90) calendar day period, UNIVERSITY shall have the right to terminate the Agreement as of a date specified in a notice of termination to COMPANY, which date shall be any date on or before the applicable compliance date relating to such Modification. Such termination shall be without liability or further obligation on the part of UNIVERSITY to COMPANY, except for those provisions that survive any termination of the Agreement.

3. **Effect of BAA.** If there are any conflicts between the terms of the Agreement and the terms of this BAA, the terms of the BAA shall control. All non-conflicting terms of the Agreement shall survive and continue in full force and effect.

IN WITNESS WHEREOF, duly authorized representatives of each of UNIVERSITY and the Company have executed this BAA as of the Effective Date.

UNIVERSITY OF KENTUCKY

By:



Name: Sharon P. Turner, DDS, JD

2-20-2012

Title: Dean, College of Dentistry

COMPANY: Henderson County Board of Education

By:

Name: Dr. Thomas L. Richey

Title: Superintendent

## **ATTACHMENT A**

### **BUSINESS ASSOCIATE REQUIREMENTS UNDER PRIVACY REGULATIONS**

1. COMPANY shall not Use or further Disclose Protected Health Information except as permitted or required by the Agreement (including this BAA) or as Required by Law.
2. COMPANY shall use appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for in the Agreement (including this BAA).
3. COMPANY shall report to UNIVERSITY any Use or Disclosure of Protected Health Information not permitted under the terms of the Agreement (including this BAA) of which it becomes aware.
4. COMPANY shall ensure that any agents, including subcontractors, to whom COMPANY provides Protected Health Information received from, or created or received by COMPANY on behalf of, UNIVERSITY agree to the same restrictions and conditions that apply to COMPANY with respect to such Protected Health Information.
5. COMPANY shall make available Protected Health Information to Individuals in accordance with Section 164.524 of the Privacy Regulations.
6. COMPANY shall make available Protected Health Information for BAA and incorporate any BAAs to Protected Health Information in accordance with Section 164.526 of the Privacy Regulations.
7. COMPANY shall make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Regulations.
8. COMPANY shall make available its internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by COMPANY on behalf of, UNIVERSITY available to the Secretary for purposes of determining UNIVERSITY's compliance with the Privacy Regulations.
9. Upon termination of the Agreement, if feasible, COMPANY shall return or destroy all Protected Health Information received from, or created or received by COMPANY on behalf of, UNIVERSITY that COMPANY still maintains in any form and retain no copies of such Protected Health Information. If such return or destruction of Protected Health Information is not feasible, COMPANY shall comply with the terms of the Agreement (including this BAA) that are applicable to Protected Health Information for as long as COMPANY retains the Protected Health Information and shall limit its further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.