

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

THIS AGREEMENT is made and entered by and between DAWSON SPRINGS INDEPENDENT SCHOOL SYSTEM (DSISD), 118 EAST ACADIA AVENUE, DAWSON SPRINGS, KY 42408) 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 DSISD schools; and

WHEREAS, the parties agree that it is in the best interest of Hopkins County school children that DSISD 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 Dawson Springs Independent School System school year 2015-2016 and end on June 30, 2016. 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. Polices 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 DSISD. 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 Hopkins County Board of Health /Hopkins County Health Department and educational programs of the Audubon Area Head Start Program in Hopkins County.

Follow-up services will also be coordinated on a case management basis, making referrals to UK regional Dental clinics in our area and other safety net programs that serve children from Hopkins County and with dentists and dental specialists and medical providers who care for children in the region.

- E. Scope of Services. University will define and coordinate with DSISD the scope of services that will be 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 DSISD and University, including review and approval by all applicable Institutional Review Boards, (IRB's).

3. Responsibilities of Dawson Springs Independent School System (DSISD). DSISD shall provide as follows:

- A. Designated School Representative(s): DSISD shall designate a lead representative and other representatives as needed at schools 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. DSISD 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. DSISD 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. DSISD will assist University, by mutual agreement of both parties, with transportation of children for necessary coordinated and case management of follow-up treatment.

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 Dawson Springs Independent School System (DSISD) 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 Dawson Springs Independent School System shall promptly, following request by the University, provide evidence of acceptable insurance coverage.

8. Risk Management. The DSISD Superintendent and UK HealthCare 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 DSISD employee is involved with said patient's care as part of Dental Outreach Program.

University Corporate Compliance. DSISD 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 DSISD is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this Agreement, DSISD will notify the Office of Corporate Compliance, University of Kentucky, 2333 Alumni Park Plaza, Suite 330, Lexington, Kentucky 40517-9897 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, DSISD affirms that it is aware that UK HealthCare ("UKHC") 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. DSISD has been informed that a copy of the UKHC compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.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 DSISD be found to have violated the UKHC compliance plan, UKHC can, at its sole discretion, terminate this Agreement upon written notice. DSISD recognizes that it is under an affirmative obligation to immediately report to UKHC'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 UKHC 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.

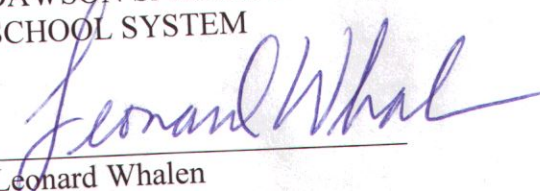
College of Dentistry will direct its faculty dentists and other dental employees and students and residents to hold all individually identifiable patient health information ("Protected Health Information") that may be shared, transferred, transmitted, or otherwise obtained pursuant to the Agreement strictly confidential, and to comply with DSISD'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 DSISD's protected health information, such UK dental employees and student's and residents are defined as members of the DSISD "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 DSISD 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.

APPROVED BY:


DAWSON SPRINGS INDEPENDENT
SCHOOL SYSTEM


Leonard Whalen
SUPERINTENDENT

Date Signed: 11/17/15


BOARD APPROVED
11/16/15

UNIVERSITY OF KENTUCKY


Michael Karpf, MD
Executive VP for Health Affairs

Date Signed: _____

RECOMMENDED BY:


Stephanos Kyrkanides, DDS, MS, PhD
Dean, College of Dentistry

Date Signed: _____

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.