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Consent Agenda Item (Action Item): Consider and approve agreement for Early Learners Dental Survey with the University of Kentucky

Applicable State or Regulations: KRS 162.90 Powers and Duties of the Local Board of Education

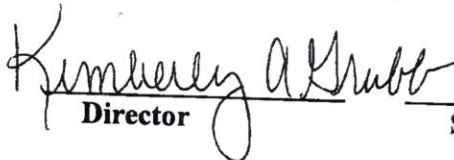
Fiscal/Budgetary Impact: None

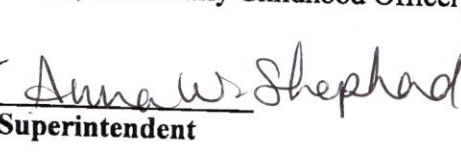
History/Background: University of Kentucky is collecting data for a dental screening project with the Department of Public Health and UK College of Dentistry. This project covers 3-5-year-olds and results of survey will be sent to the epidemiologist for the organization and collection of the data. The data will be utilized to help get funding for dental programs and funding for dental providers to relocate to Eastern Kentucky region. The last time the state of Kentucky did this type of dental survey was in early 2000.

The survey will consist of just a look in the mouth of the child with a disposable mirror for a quick assessment to see if they have had any cavities, any treated cavities, or none. Each child that has permission to participate will receive a toothbrush kit, a prize, and a paper for the parents with a list of local dental providers and a report of what was assessed. The survey will be completed by hygienist contracted through UK and has a clean background and CAN check.

Recommended Action: Approve agreement as presented

Contact Person(s): Kimberly A. Grubb, Chief Early Childhood Officer, 606-886-4555


Director


Superintendent

Date: 3/15/23

**Kentucky Oral Health Network College of Dentistry, University of Kentucky
2023 Kentucky Early Learners Survey Agreement
Head Start Programs and Other Childcare Facilities**

THIS AGREEMENT is made and entered by and between _____
("Childcare Provider") _____
(ORGANIZATION ADDRESS) and UNIVERSITY OF KENTUCKY, 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 public health surveillance of the oral health of preschool aged children in all counties of Kentucky in collaboration with the Kentucky State Dental Director's Office as well as local head start programs, school-based head start programs, County Boards of Education and private childcare facilities; and

WHEREAS, the parties agree that it is in the best interest of Kentucky's pre-school children that the Childcare Provider and University enter into this Agreement.

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

- I. Term and Termination. The basic term of this Agreement shall commence on the January 1, 2023 and end on June 30, 2023. Either party shall have the right to terminate this Agreement at any time with thirty (30) days prior written notice to the other party.
2. Early Learners Oral Health Survey. University shall conduct basic oral health screening surveys of preschool aged children to assess dental public health needs of this population and to help inform public health strategic planning in Kentucky. Independent consultants of the University, University staff and public health hygienists of the state dental director's office will screen eligible to assess tooth decay status and will provide a summary of the screening including any identified dental health needs to the Childcare Provider in the form of a 'report card' for the parent/guardian of each child screened. Referral information for dental providers who care for children in the region a will be provided with each report card.
 - A. Policies and Procedures. University will adhere to all University policies, procedures, rules and regulations.
 - B. Dental Records. There will be no dental records utilized or developed for this project. University will not retain records of individual screening outcomes or report cards.
 - C. Compensation. This survey is a grant funded project. No compensation is required in exchange for the screening. All expenses are supported by grant funds. This does not include any treatment provided after the screening due to a referral made as the result of a screening.
 - D. Coordination. University will provide referral services on a case management basis. Providing referral information to UK regional Dental clinics and other safety net programs that serve children in the region and/or with dentists and dental specialists

who care for children in the region. Contact information for a regional coordinator available during the project period (January 1, 2023-June 30, 2023) for questions related to the survey, screening reports and/or referrals will also be provided.

- E. Use of routine dental information and publication -University will retain the right to publish scientific publications, program evaluations and reports related to screenings provided by this survey. Consent processes will include information about the use of de-identified demographic and screening data for these purposes.

3. Responsibilities of Childcare Provider. Childcare Provider shall provide as follows:

- A. Designated Representative(s)-Childcare Provider shall designate a lead representative and other representatives as needed at childcare facilities to work with the UK Regional Coordinator and/or her/his designee to plan, facilitate and coordinate screening activities for the Early Learners Survey.
- B. Childcare Provider shall provide space on-site at childcare facilities as needed to conduct the screenings. Space arrangements will be developed as part of a pre-screening plan and modified as needed based on mutual agreement of both parties.
- C. Childcare Provider will assist University with routine logistical support necessary to obtain passive consent(s) and determine eligibility of children to participate in the oral health screenings.
- D. Childcare Provider will assist University, by mutual agreement of both parties, with providing screening report cards and referral information for follow-up treatment to parents/guardians.

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

- A. Staffing and Personnel. University shall employ and provide all independently contracted dental hygienists to conduct the Early Learners Survey, except for Public Health Hygienists employed by the state of Kentucky's Department of Public Health. Both UK and Kentucky Public Health Department employees will have current, valid Kentucky licenses/certificates and credentials and background checks that are required for entering schools in Kentucky. This will include completion of annual continuing education requirements, including without, Safety, Infection Control and OSHA limitation.
- B. For Workers' Compensation purposes. University certifies dentist(s) and other UK dental staff for the Early Learners are UK employees or employees of the Kentucky Department of Public Health.
- 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 screenings, report cards and referral information.
- D. Billings. There is no billing for this survey, all activities are grant funded.
- E. University's Infection Control Policy. The basic screening survey is a non-invasive screening and does not produce aerosols. University will follow standard infection control guidelines of the CDC for non-aerosol generating procedures.

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.
8. Risk Management. Childcare Provider and University Hospital's Office of Risk Management will inform each other of any lawsuit which is threatened, or any screening event which causes or contributes to injury or death, and could result in a lawsuit, if a University employee, Kentucky Public Health Department Employee or Childcare Provider employee is involved with said child's screening as part of the Early Learners Survey.
9. University Corporate Compliance. Childcare Provider affirms that it is aware that UK 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. Childcare Provider has been informed that a copy of the UK 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 Childcare Provider be found to have violated the UK compliance plan, UK can, at its sole discretion, terminate this Agreement upon written notice. Childcare Provider recognizes that it is under an affirmative obligation to immediately report to UK'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 UK 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. University will direct its employees 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 Childcare Provider'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). University employees will enter de-identified screening results for each child into a secure REDCap Database. All identifiable health record information such as the screening report cards will be left with Childcare Provider to provide to individual parents/guardians. No copies of the report cards or any other identifiable health information will be retained by University employees.

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.

12. Electronic Storage/Signature. The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

13. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act. To the extent Agency receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Agency shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as Division's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Division of a security breach relating to Personal Information in the possession of Agency or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Agency abides by the requirements set forth in that exception; (iv) cooperating with Division in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Agency; and (vi) at Division's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

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

UNIVERSITY OF KENTUCKY

Name _____

Ronald L. Singer
Interim Division Chief of Public
Health Dentistry, Assistant Professor
Pediatric Dentistry

Title _____

RECOMMENDED By:

Jeffrey P. Okeson, DMD
Professor and Dean, College of Dentistry