

**Jackson County  
Preferred-Care Dental  
Buy Up Plan  
Benefit & Rate Confirmation  
Effective (January 1, 2016)**



**FILED**  
JAN 28 2016  
MARY JO SPINO  
COUNTY CLERK

**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Buy Up Plan**

<b>Covered Services</b>	
<b>Type I Services:</b> Diagnostic and Preventive Services	Covered
<b>Type II Services:</b> Basic Restorative Services; <b>Periodontics;</b> Endodontics and Extractions	Covered
<b>Type III Services:</b> Major Restorative and Maintenance of Prosthodontics	Covered
<b>Type IV Services:</b> Orthodontic Services	Covered

<b>Calendar Year Deductible:</b> <input type="checkbox"/> <i>Individual/Family</i> <input checked="" type="checkbox"/> <i>Each Covered Person</i>		
	<b>Preferred</b>	<b>Non-Preferred</b>
Type I	Waived	Waived
Types II and III		\$50

<b>Coinsurance:</b>		
	<b>Preferred</b>	<b>Non-Preferred</b>
Type I	100%	100%
Types II	80%	60%
Type III	50%	50%
Type IV	60%	50%

<b>Calendar Year Maximum:</b>		
	<b>Preferred</b>	<b>Non-Preferred</b>
Types I, II, and III (per covered person)	\$1,500	\$1,500

**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Buy Up Plan**

<b>Special Benefit Provisions:</b>		
<b>Type III Services</b>		
Temporomandibular Joint (TMJ) Dysfunction	Not Covered	
Dental Implants	Not Covered	
<b>Type IV Services</b>		
	<b>Preferred</b>	<b>Non-Preferred</b>
Orthodontia Lifetime Maximum	\$1,500 lifetime maximum	\$1,500 lifetime maximum
Orthodontia Limiting Age	Limiting age is to 19	
<b>Additional Services</b>		
Provide benefits for replacement of teeth missing <b>prior</b> to effective date?	Covered	

<b>Eligibility:</b>		
Dependent Limiting Age	Age 26	
Eligibility/Termination	First day of the month/ Last day of the month	
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered	
Coverage for Legally Married Same Sex Spouse	Yes	

**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Buy Up Plan**

***Underwriting:***

Minimum percent of Eligible Employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution <input checked="" type="checkbox"/> Voluntary	Not Applicable
Section 125 Enrollment Provisions	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	36 months
Subsequent Renewal Terms	12 months
Renewal Notification	180 days Preliminary; 120 Days Final
Next Renewal	1/1/17
Reinstatement Fee	\$500

***Network***

**PPO Product: Preferred-Care Dental**

Network Inside Service Area: Preferred-Care Dental Network

Network Outside Service Area: DNoA Network / Preferred and Non-Preferred

Inside our Service Area Non-Participating Provider Payments: 90% of UCR based on Captiva Data

Outside our Service Area Non-Participating Provider Payment: 90% of UCR based on Captiva Data

***Services***

ID card should be sent to:	Member
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**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Buy Up Plan**

<b>Rates</b>	
Employee	\$21.96
Employee + One	\$43.28
Family	\$72.26

<b>COBRA Rates</b>	
Employee	\$22.40
Employee + One	\$44.15
Family	\$73.71

<b>Funding</b>	
<input type="checkbox"/> Cost Plus	
<input checked="" type="checkbox"/> Insured	
<input type="checkbox"/> Other _____	

Confirmed by Jackson County:

Accepted by Blue Cross and Blue Shield of  
Kansas City:


  
\_\_\_\_\_  
Signature Q. Troy Thomas

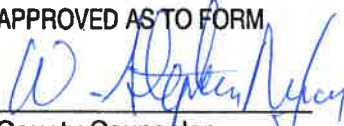
  
\_\_\_\_\_  
Signature

Director of Finance and Purchasing  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM  
  
\_\_\_\_\_  
County Counselor

ATTEST:  
  
\_\_\_\_\_  
Clerk of the County Legislature

**Jackson County  
Preferred-Care Dental  
Base Plan  
Benefit & Rate Confirmation  
Effective (January 1, 2016)**



**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Plan**

<b>Covered Services</b>	
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Type I	Waived	Waived
Type II		\$50

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<b>Calendar Year Maximum:</b>		
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Types I & II (per covered person)	\$1,500	\$1,500

**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Plan**

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Orthodontia Lifetime Maximum	N/A	N/A
Orthodontia Limiting Age	N/A	
<b>Additional Services</b>		
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<b><i>Eligibility:</i></b>	
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Jackson County – Preferred-Care Dental Plan**

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<b><i>Network</i></b>
<b>PPO Product: Preferred-Care Dental</b>
Network Inside Service Area: Preferred-Care Dental Network
Network Outside Service Area: DNoA Network / Preferred and Non-Preferred
Inside our Service Area Non-Participating Provider Payments: 90% of UCR based on Captiva Data
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<b><i>Services</i></b>	
ID card should be sent to:	Member

**Benefit and Rate Confirmation  
Jackson County – Preferred-Care Dental Plan**


<b>Rates</b>	
Employee	\$13.88
Employee + One	\$25.70
Family	\$46.30

<b>COBRA Rates</b>	
Employee	\$14.16
Employee + One	\$26.21
Family	\$47.23

<b>Funding</b>	
<input type="checkbox"/> Cost Plus	
<input checked="" type="checkbox"/> Insured	
<input type="checkbox"/> Other _____	


Confirmed by Jackson County:

Accepted by Blue Cross and Blue Shield of  
Kansas City:

  
Signature Q. Troy Thomas

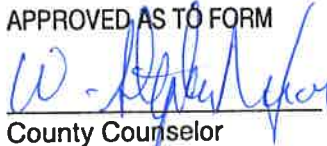
  
Signature


Director of Finance and Purchasing  
Title

  
Title

  
Date

  
Date

APPROVED AS TO FORM  
  
County Counselor

ATTEST:  
  
Clerk of the County Legislature

## **Organized Health Care Arrangement Agreement Data Use Agreement for Cost Plus**

This Agreement is among Blue Cross and Blue Shield of Kansas City, an independent licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (“Company”) and Jackson County (“Employer”), on behalf of itself and its group health plan(s), (collectively, “Group”), Attention: Dennis Dumovich.

WHEREAS, Employer is a plan sponsor of group health plan(s) (“Plans”),

WHEREAS, Group has contracted with Company to provide insurance or administrative services for Plans under the Cost Plus Addendum dated January 1, 2016 (“Engagement”),

WHEREAS, Group desires to receive a subset of data (“Data”) from the Company enterprise data warehouse (“Database”), Protected Health Information (“PHI”), as that term is defined under Health Insurance Portability and Accountability Act of 1996 and implementing regulations found at 45 C.F.R. Parts 160 to 164, as amended (“HIPAA”), of the Plans’ beneficiaries to perform services on behalf of the Plans,

WHEREAS, Group has instructed Company to provide such PHI to Group, and

WHEREAS, this access is to be limited to that which is reasonably necessary to perform Group’s duties to the Plans, which Group warrants are for purposes of the payment or health care operations of the Plans.

NOW, THEREFORE, in mutual consideration of the above recitals, the terms and conditions below and such other consideration, the receipt and sufficiency of which is hereby acknowledged, Group and Company hereby agree to amend the terms of the Engagement to incorporate the following terms related to Data:

### **1. Grant of License.**

(a) Company’s limited purpose in providing the Data to Group is to allow Group to provide administrative services on behalf of the Plans on eligible employees and dependents of employees in Group who are enrollees in Company products, or for other services as authorized by the Plans (“Services”). Subject to Group’s compliance with the terms, restrictions and conditions set forth herein, Company hereby grants to Group a non-exclusive, non-transferable right and license to use, reproduce, adapt, perform, compile, display, incorporate and modify the Data for the purpose of providing such Services. As between Company and Group and subject to the terms of this Agreement, Company owns all right, title and interest in and to the Database and reserves all rights to use and/or license the Database, or any extract of the Database.

(b) Group is granted a limited right to combine the Data with other such data received from other sources for use as a benchmark or other similar purpose to perform

broader analyses for Plans (“Additional Use”). Provided, however, that due to wide variations among Company’s plans in covered benefits, enrollment demographics, claims experience, allowable amounts, and other variables, when using a Data for such Additional Use the Group will not identify or represent the Data as pertaining to a specific Company plan, nor indicate or imply that the Data is representative or typical of Company or Company plans.

(c) In using and disclosing the Data for the purposes of this Agreement (e.g., aggregation, analysis, reporting, etc.), Group may not alter the underlying raw Data in any manner.

(d) In addition to the restrictions set forth in this Agreement, Group will use and disclose the Data in compliance with: (a) all federal, state and local laws, statutes, rules, regulations and ordinances, and (b) all applicable privacy and data security laws, rules and regulations.

## **2. Restrictions on Use and Disclosure.**

(a) Group warrants that it will only use Data disclosed to it for purposes of the payment or health care operations of the Plan(s) and will not use, access, release or disclose such Data for any improper, unlawful, or otherwise unauthorized purpose or to identify any individual group member for such a purpose.

(b) Group agrees to use and disclose PHI consistent with obligations under Section 3, below.

(c) Group understands and agrees that it is solely responsible for obtaining, and warrants that it has obtained from all of Group’s participants and beneficiaries, any and all authorization forms required by HIPAA authorizing the release of PHI or other confidential information by Company to Group.

## **3. Safeguards and Segregation by Group.**

(a) Group understands that, as a result of receiving more than summary PHI, Group may be subjecting itself to all of the standards and implementation specifications under HIPAA, including, but not limited to: designating a privacy official, having in place appropriate administrative technical and physical safeguards to protect the privacy, confidentiality, integrity, and availability of PHI, and implementing appropriate policies and procedures with respect to PHI.

(b) Group warrants that it has taken all necessary steps to permit disclosure of PHI to Group, including, but not limited to:

- (i) Amendment of plan documents to incorporate provisions required by 45 C.F.R. §§ 164.504(f) and 164.314(b);
- (ii) Amendment of Group’s notice of privacy practices to incorporate provisions required by 45 C.F.R. § 164.520(b)(1)(iii)(B);

- (iii) Implementation of necessary policies, procedures, contractual terms or other safeguards to ensure that:
  - (1) PHI is used or disclosed only as permitted by the plan documents or as required by law;
  - (2) Any agents to whom PHI from Company is provided agree to the same restrictions and conditions that apply to the Group with respect to such information;
  - (3) PHI will not be used or disclosed by Group or any other agent of Group for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of Employer;
  - (4) Any use or disclosure of PHI or security incident related to electronic PHI by Group which is inconsistent with the plan documents, notice of privacy practices, or HIPAA is timely reported to Company under this Agreement;
  - (5) PHI is made available for Company and/or the Plan(s) to comply with requirements for individual access to or amendment of PHI under 45 C.F.R. §§ 164.524 & 164.526;
  - (6) Use and disclosure of PHI is tracked and necessary information is made available to Company as may be required to respond to a request for an accounting of disclosures under 45 C.F.R. § 164.528;
  - (7) Applicable internal practices, books and records related to the use and disclosure of PHI received from Company are made available to the Secretary of the Department of Health and Human Services as may be necessary to determine compliance with HIPAA;
- (iv) Identification of employees, classes of employees, or other persons under the control of Group to be given access to PHI for payment or healthcare operations of the Plan(s); restriction of such employees, classes of employees or other persons' use of such PHI to plan administration functions; and implementation of necessary mechanisms to identify and resolve any non-compliance;
- (v) Implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI received from Company, consistent with requirements of a covered entity under 45 C.F.R. 164 Subpart C.

**4. Data Extraction.**

(a) Group agrees that Data will typically be provided through the Company reporting tool or standard invoicing. Group agrees to submit any additional requests for Data in writing.

(b) Group warrants that the PHI requested as part of the Data has been limited to the minimum amount of information necessary to accomplish the purpose(s) of the disclosure, consistent with 45 C.F.R. § § 164.502(b)(1) and 164.514(d)(4).

(c) Company has the right, in its reasonable business judgment, to decline to provide Data to Group or to limit the Data extracted for any particular request. Company will discuss any proposed refusal or limitation of Data for extraction with the Group and/or Group's broker.

5. **Notice.** Group will report to Company, as soon as reasonably practicable, but not later than within five (5) business days following the discovery by Group, of any security incident or impermissible or unauthorized acquisition, access, use or disclosure of Data not provided for in this Agreement or not permitted under HIPAA, including, but not limited to, breach of unsecured PHI, as defined by 45 C.F.R. § 164.402 (Breach). Such notification is in addition to any other notifications required of Group under applicable state or federal law. Group is solely responsible for its own notification obligations to individuals or other third parties as may be required under 45 C.F.R. 164 Part D or any other state or federal law and Company assumes no responsibility for these notifications.

6. **Term and Termination.**

(a) **Term.** The Term of this Agreement shall be effective as of the date executed or the first date on which Group receives Data from Company, whichever occurs first, and shall continue in effect until all obligations of the parties have been met, including return or destruction of all Data in Group's possession (or in the possession of Group's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement are designed to safeguard Data, shall survive expiration or other termination of any other engagement between the parties, and shall continue in effect until Group has performed all obligations under this Agreement.

(b) **Termination for Cause.** If Group violates any term of this Agreement, the Company may, in its sole discretion, (i) allow Group to cure the violation on such terms at such times as Company may determine, or (ii) immediately terminate the Agreement upon notice to Group.

(c) **Obligations Upon Termination.**

(i) Upon termination of this Agreement for any reason, Group shall return to Company or, if agreed to by Company, destroy all Data Group has received from Company or created, maintained, or received from or on behalf of Plans, including any Data in the possession of Group's agents or subcontractors.

(ii) Where return or destruction of Data is not reasonably feasible, Group shall notify Company of such retention and continue to use appropriate safeguards, comply

with the HIPAA Regulations, and adhere to the terms of this Agreement with respect to Data for as long as Group retains the Data.

**7. Indemnification.**

(a) Group shall defend, indemnify, and hold Company (as well as its parent companies, affiliates, directors, officers, employees, agents, subsidiaries, successors and assigns) harmless from and against all claims, demands, causes of action, penalties, fines losses, damages, costs, and attorneys' fees, and all legal and equitable liability whatsoever arising out of or relating to (i) Group's breach of this Agreement; (ii) Group's Breach; (iii) Groups' negligent, improper, unlawful, or otherwise unauthorized or impermissible access, use, release or disclosure of the Data or other information acquired under this Agreement, or (iv) the breach, Breach, or unauthorized or impermissible access, use, release, or disclosure of Data or other information acquired under this agreement by Group's directors, officers, employees, agents, contractors, subcontractors, parents companies, affiliates, subsidiaries, successors or assigns.

(b) Group waives any governmental, charitable, or other immunity, claim or defense available to it under any state or federal law, statute, or regulation related to or governing Group.

(c) Group shall not settle a claim or fail to defend a claim under this paragraph unless Company has consented thereto. The Indemnifying Party will have the right at its expense to employ counsel reasonably acceptable to the Indemnified Party to defend against the claim but not to settle the claim. If Group does not defend a claim or proceeding within twenty (20) days after receipt of notice thereof, Company will be free to investigate, defend, compromise, settle or otherwise dispose of the claim or proceeding and be reimbursed for all costs associated therewith by Group. In any such circumstance, the Group shall be liable for all costs, expenses, and attorneys' fees related to the defense, all settlements and judgments, all necessary bonds, and all costs, expenses, and attorneys' fees related to collection or enforcement of these indemnity provisions.

**8. Disclaimer of Warranty.**

GROUP UNDERSTANDS AND AGREE THAT COMPANY PROVIDES ALL INFORMATION "AS IS". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DATABASE, AND/OR ANY EXTRACTS THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, ACCURACY, COMPLETENESS, COMPREHENSIVENESS, NON-INFRINGEMENT, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

GROUP ALSO UNDERSTANDS AND AGREES THAT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE DISCLOSURE TO OR GROUP'S ANTICIPATED USES OF ANY PHI COMPLIES WITH APPLICABLE LAW, THE APPLICABLE NOTICE OF PRIVACY PRACTICES, OR WITH THE PLAN DOCUMENT(S).

**9. Intellectual Property Claim Remedies.** If the Database, Data, any extract or portion thereof, or any method of collection thereof, becomes the subject of any claim or action that it violates the patent, trade secret, copyright, privacy, publicity, or other proprietary right of any other person or entity, then Company, at its option and expense, may either: (i) procure for Group the right to continue using the Data; (ii) modify the Database and/or Data to render it non-infringing; or (iii) replace the Data or any portion thereof with equally suitable, functionally equivalent, compatible, non-infringing data. If none of the foregoing is, in Company's sole discretion, commercially infeasible, Company may terminate this Agreement. This paragraph states the Company's total liability with respect to any claim that the Database, Data, any extract or portion thereof, or any method of collection thereof violates the patent, trade secret, copyright, privacy, publicity, or other proprietary right of any other person or entity.

**10. Miscellaneous.**

(a) Off Shore Restrictions. Group warrants that neither Group, nor any agent or subcontractor will transmit, export, or maintain PHI beyond the borders of the United States of America for any purpose or permit anyone located outside the borders of the United States of America access to Data received under this Agreement ("Off-Shore Transfer") without prior written consent of Company. To the extent such Off-Shore Transfer is permitted, Group agrees to indemnify and hold Company (as well as its parent companies, affiliates, directors, officers, employees, agents, subsidiaries, successors and assigns) harmless from and against all claims, demands, causes of action, penalties, fines losses, damages, costs, and attorneys' fees, and all legal and equitable liability whatsoever arising out of or relating to the Off-Shore Transfer or any actions or omissions by a subcontractor located outside the borders of the United States of America.

(b) Severability. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions hereof will remain in full force and effect and this Agreement will be construed and performed as if it did not contain the invalid or unenforceable provision. If however, the invalid or unenforceable provision destroys the objects of this Agreement, the Agreement will be terminated.

(c) Injunctive Relief. The parties acknowledge and agree that either party cannot be adequately compensated in money damages in the event of any breach of this Agreement by the other party and agrees that, in addition to its right to terminate this Agreement or any other remedies hereunder, the non-breaching party will be entitled to an order enjoining any further such use or disclosure of Data and shall not be required to post any bond in connection therewith.



(d) Compliance with Current Laws; Adverse Change in Law. This Agreement, including all its exhibits, schedules and/or attachments, is intended to comply with all federal and state statutes and regulations applicable to this Agreement ("Current Laws"). In the event this Agreement will be determined not to be in full compliance with, or to be in direct violation of, any Current Law by a court of competent jurisdiction, or by a federal or state regulatory agency having jurisdiction over the subject matter, the parties agree to take such action as is necessary to amend this Agreement to conform with the minimum requirements of the applicable Current Laws. If legislation is enacted, regulations are promulgated or a decision of a court is rendered that, in the opinion of Company's or Group's legal counsel affects or may affect the legality of this Agreement, or adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), the parties agree to take such action as is necessary to amend this Agreement in order to conform with the minimum requirements of the applicable Adverse Change in Law.

(e) Survival. Sections 5, 6(c), 7, 8, 9, and 10(c) will survive the termination of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative as of the date first written above.


Jackson County, on behalf of itself and its Plan(s)

By: 

Title: Director of Finance and Purchasing

Date: January 24, 2016

APPROVED AS TO FORM

  
County Counselor

BLUE CROSS AND BLUE SHIELD OF KANSAS CITY, INC.

By: 

Title: UNDERWRITER

Date: 1/22/16

ATTEST:

  
Clerk of the County Legislature