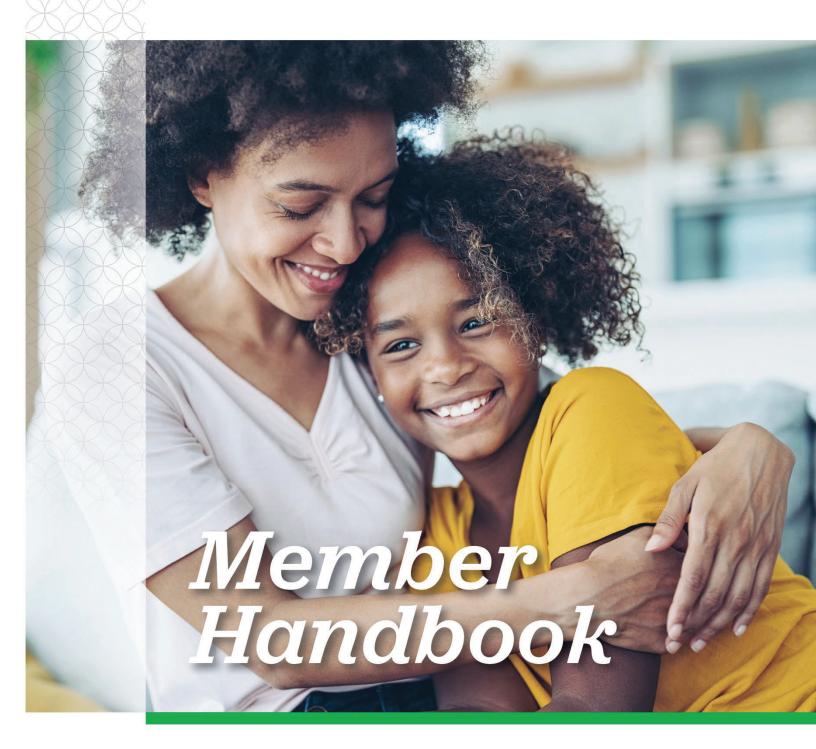
EXHIBIT A

DENTAL EMPLOYEE BENEFIT PLAN AND SUMMARY PLAN DESCRITPTION (DENTAL YOUR Denta HANDBOOK)





TO BE PROVIDED

SUMMARY OF PLAN BENEFITS



This is a Summary of HRI Dental services only. A complete description of covered services, plan exclusions and limitations should be read along with the plan book and certificate.

1 January 2026

IN/KY - Plan 3 - 100/80/50

Roman Catholic Diocese of Owensboro - ASO

ASO FINANCIALS				
Admin Fee	Agent Commission	Total ASO PEPM Fee	Required Escrow Deposit	
\$4.05	\$0.00	\$4.05	\$24,058.00	
ASO FUNDING RATES				
Employee Only	Employee + Spouse	Employee + Child(ren)	Family	
			spouse + dependent child(ren	
\$27.10	\$56.92	\$71.09	\$100.03	
Plan Annual Max		\$1,500		
Deductible - waived for preventive and diagnostic services		\$50 per member/ \$150 per family per benefit plan year		
Orthodontia Lifetime benefit - All Ages		\$2,000		
Out of Network Benefit		Fee Schedule		

DIAGNOSTIC & PREVENTIVE	IN	OUT
Exams - periodic, limited, comprehensive	100%	100%
Teeth Cleaning (prophylaxis)	100%	100%
Fluoride - topical application or varnish	100%	100%
X-Rays - bitewings, vertical, periapical, full mouth	100%	100%
Sealants	100%	100%
Space Maintainers - fixed & removable	100%	100%
RESTORATIVE	IN	OUT
Fillings - silver/amalgam or white/composite (anterior and posterior teeth)	80%	80%
Crowns, inlays, onlays, veneers, post, core buildup, recementation, and repairs	50%	50%
ENDODONTICS	IN	OUT
Root canal therapy: anterior, posterior and retreatments - includes periapical x-rays, cultures, follow-up		80%
care, treatments and pulpotomy	80%	NUUUS
Apexification, apicoectomy, retrograde fillings		80%
Other endodontic procedures		80%
PERIODONTICS		OUT
Scaling, root planing, and periodontal maintenance	80%	80%
Surgical periodontics including gingivectomy, gingivoplasty, gingival flap, osseous, and clinical crown	80%	80%
lengthening	0070	00%
PROSTHODONTICS	IN	OUT
Prosthodontic services - bridges, partial and complete dentures		50%
Relining, rebasing, repairs, replacement of teeth and adjustments	50%	50%

IMPLANTS	IN	OUT
Implants	50%	50%
ORAL SURGERY	IN	OUT
Simple extractions	80%	80%
Surgical extractions including impactions, alveoloplasty, vestibuloplasty and other surgical procedures	80%	80%
Relining, rebasing, repairs, replacement of teeth and adjustments	50%	50%
ADJUNCTIVE & OTHER		OUT
Emergency pallative treatment		100%
Anesthesia - general and IV sedation	80%	80%
Athletic mouthguards	50%	50%

Benefit Year - Enrollees and their dependents are required to remain enrolled in the Plan for a period of 12 months (Benefit Plan Year). An election to participate may be revoked or changed at any time if such change is the result of a qualifying event as defined under the Internal Revenue Code Section 125. Employers will offer a period of time preceding each Benefit Plan Year called 'Open Enrollment" whereby members will have the opportunity to continue or change participation or drop dental coverage for the next Benefit Plan Year.

Orthodontia - Orthodontic Services paid at 50%. Providers submit a treatment plan to us based upon the member's projected course of time in treatment. When treatment begins, the Plan will provide a fixed monthly payment to the provider over a 24-month period equivalent to the plan benefit. Orthodontia covered for: 99

Eligibility - The subscribers are eligible for dental benefits when the employer or organization notifies HRI Dental. Subscribers also have the option to enroll a legal spouse (or domestic partner) and children who meet the dependent age requirements. New hire waiting periods are given by the employer group.

Participation - HRI Dental requires a minimum of 2 subscribers (must be separate households), or 10 enrolled subscribers if orthodontia is included.

Dependent Age Limit - Dependent coverage includes children up to age 26, regardless of any, or a combination of any, of the following factors: financial dependency, residency, student status, employment status, or marital status.

Out of Network Reimbursement - Will be based on Fee Schedule

Policy Period - 24 months.

Other Plan Specifications:

- Oral evaluations (all procedure codes, including evaluations performed by a general dentist or specialist) are payable 2 per consecutive 12-month period. Comprehensive Oral evaluations are payable every 4 years.
- A routine teeth cleaning (prophylaxis) is payable 2 per consecutive 12-month period regardless of the dentist's specialty, unless
 performed within 6 months of periodontal scalings and root planing, periodontal full mouth debridement, or periodontal maintenance.
- · Fluoride treatment is payable 2 per consecutive 12-month period for all members or dependents under 19 years of age.
- Bitewing x-rays are payable to a maximum of 4 per 12 mos. Full mouth x-ray or panoramic film are payable once per 4 years. The
 maximum amount considered for all radiographic images taken on one day will be equivalent to an allowance of a full mouth x-ray. The
 difference may not be billed to the Enrollee.
- · Sealants are payable once per 5 years for permanent molar teeth only and for all members or dependents under 15 years of age.
- A restoration (amalgam or resin-based composite) is payable once in any 2 year period per tooth for anterior and posterior teeth.
- A core buildup will not be payable if performed within 7 years of restoration and/or replacement within 2 years on the same tooth.
 Coverage for a core buildup requires the submission of a duplicate, diagnostically acceptable, pre-operative radiographic image or intraoral photo.
- Replacement of crowns and implant crowns are payable per tooth every 5 years.
- · Root canal treatment includes periapical x-rays, cultures, follow up care, treatments, pulpotomy.
- · Periodontal maintenance is payable 2 times per 12-month period

- · Full mouth debridement is payable once per 3 years
- A periodontal scaling and root planing (4 or more active periodontal diseased and qualified teeth) is payable once in any 3 year period
 per quadrant and subject to the submission of full mouth probe chart with six points per tooth probings and diagnostic full mouth
 radiographs and/or vertical bitewings to determine if procedure meets plan criteria. A pretreatment estimate is recommended to
 determine coverage.
- Implants/Implant related services are payable once per tooth in any 7 year period, if implant coverage is inlcuded on policy.
- · Replacement of dentures, partial dentures, and fixed bridges are payable once per 7 years
- · Teledentistry This is an option for ASO plans at an additional cost.

EXHIBIT C AGREEMENT TERMS ADMINISTRATIVE SERVICES ONLY AGREEMENT

The purpose of this Exhibit Agreement Terms between HEALTH RESOURCES, INC. (hereinafter "HRI"), and **Roman Catholic Diocese of Owensboro** (Hereinafter "Employer"), is to identify the plan to be administered and the fees to administer Plan benefits.

1. Initial Agreement - Plan Identification and Terms:

a. Group Number: 061523092ARO

b. Effective Date: **01/01/2026**

c. Agreement Term: 12 Months

d. Plan Year: 2026

e. Network Option: In-Network and Out-of-Network Plan

f. After this initial Agreement Term, any changes to the terms of this Agreement will be initiated, communicated, and authorized through an Addendum or the Agreement Renewal process.

2. Initial Administrative Service Fees:

Total Fee Per **Employee** per Month \$4.05

- 3. COBRA Administration:
 - **XX** Employer assumes responsibility for COBRA Administration

Employer elects HRI as COBRA Administrator

COBRA Fee - \$0.36 per Enrolled Employee, per month

- 4. Escrow
 - h. As part of the Employer's responsibilities under this Agreement, the Employer shall provide a sufficient balance in escrow to cover any and all member claims, prior to the first claims payment. Employer agrees to an amount held in escrow in trust by HRI's financial institution based on the applicable enrollment coverage rate multiplied by the estimated number of subscribers enrolled.

Enrollment Coverage	Rate
Employee Only	\$26.06

EXHIBIT D BUSINESS ASSOCIATE AGREEMENT

This Business Associate and Confidentiality Agreement (the "Agreement") is effective 01/01/2026 by and between **Roman Catholic Diocese of Owensboro**, as plan administrator ("Plan Administrator") of the Group Dental Plan ("Plan") ("Covered Entity") and Health Resources, Inc. ("Business Associate").

RECITALS

WHEREAS, the Plan is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); 45 C.F.R. Part 164, Subpart C, the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, Part I, Title XIII, Subpart D, Sections 13401-13409, ("HITECH"); and

WHEREAS the Business Associate is a business associate, as defined under those same laws if it receives any "Protected Health Information" (PHI), as also defined under those same laws, from or on behalf of Plan Administrator in connection with its representation of Plan Administrator; and

WHEREAS, the parties recognize that in connection with the Business Associate's services for the Plan Administrator, there will be the disclosure of relevant "Protected Health Information" (PHI) by or on behalf of Plan Administrator to the Business Associate. In those situations, the Parties recognize that the aforementioned privacy laws require them to enter into a Business Associate Agreement; and

WHEREAS, the Parties acknowledge that in instances where the Business Associate might become a Business Associate of Plan Administrator's, each Party has obligations in their respective roles as Covered Entity and Business Associate under HIPAA and HITECH, as well as under guidance documents and regulations issued under those Rules; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of those Rules, insofar as the Business Associate may be a Business Associate to Plan Administrator.

NOW, THEREFORE, in consideration of the mutual undertakings of Covered Entity and Business Associate under this Agreement, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

DEFINITIONS

Confidential Information

"Confidential Information" is the confidential or proprietary information of Covered Entity, in either electronic, written, or oral format, which is disclosed to Business Associate or a subcontractor of the Business Associate, including health care claims and payment of claims for health services, provider information, contract provisions, or any other information disclosed by Covered Entity and designated as confidential; and

does not include information that (a) is generally available to the public, or thereafter becomes generally available to the public through no breach of this Agreement by Business Associate; or (b) is required to be disclosed by law or court order, subject to III(G).

HITECH

"HITECH" or the "HITECH Act" means Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health Act, including its implementing regulations.

Individual

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Limited Data Set

"Limited Data Set" shall have the same meaning as the term in 45 CFR § 164.514(e)(2).

Marketing

"Marketing" shall have the same meaning as the term in 45 CFR § 164.501.

Minimum Necessary

"Minimum Necessary" shall mean (1) use, disclosure or request of a Limited Data Set as defined herein to the extent practicable or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. (2) On and after the effective date on which the Secretary of the Department of Health and Human Services ("HHS") issues guidance as required by Section 13405 of HITECH on what constitutes "minimum necessary," "Minimum Necessary" shall have the meaning or otherwise be determined as set forth in such guidance and the definition set forth in (1) hereof shall no longer apply.

Privacy Incident

"Privacy Incident" shall mean any use or disclosure of Protected Health Information that is not permitted by the Agreement or that is in violation of the Privacy Rule and shall include a breach of Protected Health Information as the term "breach" is defined in 45 CFR § 164.402.

Privacy Rule

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required by Law

"Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

Security Incident

"Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304, including any attempted or successful unauthorized access, use, disclosure, modification, or destruction or information or interference with system operations in an information system.

Security Rule

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR part 160 and part 164, subpart C.

PRIVACY AND SECURITY OF CONFIDENTIAL INFORMATION AND PROTECTED HEALTH INFORMATION

Permitted Uses and Disclosures

Business Associate agrees to not use or disclose Confidential Information or Protected Health Information other than as permitted or required by the Agreement or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Protected Health Information in a manner that would violate the requirements of the Privacy Rule, Security Rule, HITECH Act or the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

Use and Disclosure of Confidential Information

Business Associate acknowledges the confidential and proprietary nature of the Confidential Information to be furnished, and agrees to:

create, receive, transmit and maintain such information as confidential and to not use or disclose the information for any purpose other than as stated in this Agreement;

NOT use provided information to contribute to, expand upon, or enhance any current or future products provided or developed by the Business Associate without the written consent of Covered Entity;

take precautions at least as great as the precautions it takes to protect its own confidential and proprietary information; and

ensure that all employees, officers, directors, and shareholders receive the Confidential Information only on a "need to know" basis and that each adheres to the terms of this Agreement.

Use and Disclosure of Protected Health Information

Business Associate may:

request the Minimum Necessary Protected Health Information on Covered Entity's behalf, and use and disclose the Minimum Necessary Protected Health Information it creates or receives for or from Covered Entity as permitted by this Agreement for the processing of health care claims under the Plan, and any and all related actions, including the services of Business Associate set forth in the service agreement.

use the Minimum Necessary Protected Health Information it creates or receives for or from Covered Entity as necessary for Business Associate's proper management and administration or as Required by Law;

disclose the Minimum Necessary Protected Health Information as necessary for Business Associate Manager's proper management and administration, provided that:

- a) the disclosure is Required by Law, including under 45 CRF 164.502(c)(4); or
- b) Business Associate enters into a written contract with any person or organization to which Administrative Manager will disclose such Protected Health Information that the person or organization will:
 - hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law;
 - (ii) agree to comply with the same privacy and security obligations and restrictions that apply to Business Associate with respect to such Protected Health Information as set forth in this Agreement or otherwise required by law; and
 - (iii) immediately notify Business Associate (who will in turn immediately notify Covered Entity) of any instance of which the person or organization becomes aware of or suspects a Privacy Incident or Security Incident. Business Associate shall require the person or organization to make such report to Business Associate no later than twenty-four (24) hours after learning of or otherwise suspecting such Privacy or Security Incident.

Except as stated herein, Business Associate shall not use any genetic information for purposes of underwriting.

To the extent Business Associate assists Covered Entity, Business Associate must support Covered Entity in providing, upon request of an individual, an accounting of disclosures electronic health record within prior 3 years, as well as an electronic copy of the PHI that is on electronic record.

Make available PHI in a designated record set for Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR § 164.524.

Make its internal practices, books and records available to the Secretary (of HHS) for purposes of determining compliance with HIPAA.

Electronic Transmission

Covered Entity and Business Associate shall transmit and receive data electronically, each to and from the other party, via a secure method agreed upon by both parties.

Compliance with Privacy/Security

Business Associate will comply with applicable State law not preempted pursuant to the Privacy Rule and Security Rules. Business Associate must review and modify security measures, as needed, and update documentation.

Information Safeguards

Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with the requirements of the HITECH Act, the Privacy Rule and Security Rule, including but not limited to the requirements of 45 CFR §§ 164.308, 164.310 and 164.312 which shall apply to Business Associate in the same manner that such sections apply to PHNI. Business Associate shall also implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the Security Rule, in accordance with 45 CFR § 164.316, and the administrative requirements of the Privacy Rule, in accordance with 45 CFR § 164.530(i), which shall apply to Business Associate in the same manner that such sections apply to PHNI. The safeguards used by Business Associate shall protect against unauthorized access, alteration, deletion or transmission of Protected Health Information, and prevent use or disclosure of Protected Health Information other than as provided by this Agreement. Business Associate shall also ensure that Protected Health Information is rendered unusable. unreadable, or indecipherable to unauthorized individuals as specified in the guidance issued by HHS, as required by Section 13402(h) of HITECH. The safeguards used by Business Associate shall be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional, non-permitted or violating use or disclosure of, Protected Health Information. Business Associate will document and keep these safeguards current.

Judicial or Government Action

In the event that Business Associate is faced with judicial or government action requiring disclosure of Confidential Information or Protected Health Information received under this Agreement, Business Associate shall promptly notify Covered Entity prior to disclosing the Confidential Information or Protected Health Information.

Subcontractors and Agents

Business Associate shall require any of its subcontractors and agents to which Business Associate is permitted by this Agreement to disclose any of the Protected Health Information Business Associate creates, receives, maintains or transmits for or from Covered Entity to enter into a written contract that such subcontractor or agent will comply with the same restrictions, conditions and obligations imposed upon Business Associate under this Agreement or as otherwise Required by Law with respect to such Protected Health Information, including but not limited to the obligations upon termination set forth in Section VII.C of this Agreement.

Compliance with the Privacy Rule, Security Rule and HITECH

Business Associate will comply, and require its subcontractors and agents to comply, in all respects with the applicable requirements of the Privacy Rule, Security Rule and HITECH, including all implementing regulations. Business Associate shall comply with each and every obligation imposed under HITECH, and each of those obligations is hereby incorporated into this Agreement as required by HITECH.

Prohibited Use

Neither Business Associate nor any subcontractor shall use Protected Health Information to market, fundraise or sell Protected Health Information.

PROTECTED HEALTH INFORMATION ACCESS, AMENDMENT, DISCLOSURE ACCOUNTING AND RESTRICTIONS

Access

Business Associate will, upon receipt of notice from COVERED ENTITY, permit COVERED ENTITY or, at Covered Entity's direction, permit an Individual access to obtain copies of any Protected Health Information about an Individual that Business Associate created or received for or from COVERED ENTITY and that is in Business Associate's custody or control, in order to allow COVERED ENTITY to meet its Individual access obligations set out in 45 CFR § 164.524.

Amendment

Business Associate will, upon receipt of notice from Covered Entity, promptly amend or permit COVERED ENTITY access to amend any portion of the Protected Health Information which Business Associate created or received for or from COVERED ENTITY so that COVERED ENTITY may meet its amendment obligations under 45 CFR § 164.526.

Disclosure Accounting

So that COVERED ENTITY may meet its disclosure accounting obligations under 45 CFR § 164.528 and Section 13405 of HITECH:

Disclosure Tracking. Business Associate shall document information concerning each disclosure of Protected Health Information that Business Associate makes to COVERED ENTITY or a third party. Business Associate shall document (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "Disclosure Information"). For repetitive disclosures Business Associate makes to the same person or entity (including COVERED ENTITY) for a single purpose, Business Associate may provide (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures. Business Associate shall promptly make all information necessary for COVERED ENTITY to meet its accounting obligations under 45 CFR § 164.528 available to COVERED ENTITY. Business Associate shall provide COVERED ENTITY with the aforementioned information within five (5) business days of receiving COVERED ENTITY's request for such information or provide the information directly to the Individual within five (5) business days if COVERED ENTITY so elects.

<u>Disclosure Tracking Time Periods</u>. Business Associate must have available for COVERED ENTITY the disclosure information required by Section IV.C for the six (6) years preceding COVERED ENTITY's request for the disclosure information.

Inspection of Books and Records

Business Associate will make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to its use and disclosure of the Protected Health Information it creates or receives for or from COVERED ENTITY, available to the Secretary of the U.S. Department of Health and Human Services ("HHS") as required by HHS so that HHS may determine compliance with the Privacy Rule or Security Rule.

Restriction Requests; Confidential Communications

Business Associate will comply with all agreements that COVERED ENTITY makes or otherwise enters into that either (i) restrict use or disclosure of Protected Health Information pursuant to 45 CFR 164.22(a) or Section 13405(a) of HITECH or (ii) require confidential communication about Protected Health Information pursuant to 45 CFR 164.22(b). COVERED ENTITY will notify Business Associate in writing of the restriction or confidential communication obligations that Business must follow. COVERED ENTITY will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement.

PRIVACY INCIDENT OR SECURITY INCIDENT

Reporting

Business Associate shall immediately report to COVERED ENTITY any Privacy Incident or Security Incident or suspected Privacy or Security Incident. Business Associate shall make such report to COVERED ENTITY no later than forty-eight (48) hours after Business Associate learns of or otherwise suspects such non-permitted or violating use or disclosure. Business Associate will cooperate promptly with COVERED ENTITY as is reasonably required to comply with applicable law, including, without limitation, Section 13402 of HITECH and 45 CFR Parts 160 and 164, Subpart D Business Associate's report will at least:

describe what happened and the nature of the Privacy or Security Incident, including the date of the Incident and date of discovery;

identify each Individual whose Protected Health Information has been or is reasonably believed to have been the subject of the Privacy or Security Incident and for each person, identify the Protected Health Information involved used, disclosed or accessed;

identify who made the non-permitted use or disclosure and who may have received the impacted Protected Health Information:

describe what corrective action Business Associate is taking to prevent a further Privacy or Security Incident;

describe what Business Associate is doing to investigate the Privacy or Security Incident and to mitigate harm to individuals;

identify the steps individuals should take to protected themselves from potential harm;

identify the contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and

provide such other information, including a written report containing the information required by subsections (1) through (7) hereof, as COVERED ENTITY may request.

Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Privacy Incident or Security Incident.

DAMAGES/INJUNCTIVE RELIEF

The parties agree that any breach of this Agreement, Privacy Incident or Security Incident by Business Associate, its employees, agents, officers, members, shareholders, or directors will result in significant financial harm to COVERED ENTITY. The parties agree that COVERED ENTITY will be entitled to all available and immediate legal and equitable remedies, as well as costs and attorneys' fees relative to enforcement.

TERM AND TERMINATION

Term

This Agreement shall be effective as of the date set forth above and shall terminate when all of the Protected Health Information provided by COVERED ENTITY to Business Associate, or created or received by Business Associate on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or, if it is infeasible to return or destroy Confidential Information and Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

Termination for Cause

Upon COVERED ENTITY's knowledge of a material breach by Business Associate, COVERED ENTITY shall either:

provide a reasonable opportunity (not less than three (3) business days) for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by COVERED ENTITY; or

if Business Associate has breached a material term of this Agreement and cure is not possible, immediately terminate the Agreement by providing the Business Associate written notice of termination, stating the breach of this Agreement that provides the basis for the termination; or

if neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary of HHS.

Obligations upon Termination

Return or Destruction. Upon termination of the Agreement for any reason, Business Associate will, if feasible, return to COVERED ENTITY or destroy all Confidential Information and Protected Health Information, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from COVERED ENTITY, including all copies of and any data or compilations derived from and allowing identification of any Individual. This provision shall apply to Confidential Information and Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.

Return or Destruction Infeasible. Business Associate will identify any Protected Health Information or Confidential Information that Business Associate created or received for or from COVERED ENTITY that cannot feasibly be returned to COVERED ENTITY or destroyed, and will limit its further use or disclosure of that Confidential Information and Protected Health Information to those purposes that make return or destruction of that Information infeasible, for so long as Business Associate maintains such Confidential Information and Protected Health Information.

Continuing Privacy and Security Obligation. Business Associate's obligation to maintain the confidentiality, privacy, and security of any Confidential Information and Protected Health Information it created or received for or from COVERED ENTITY will be continuous and, with respect to any such Confidential Information and Protected Health Information it retains following such event, will survive termination, cancellation, expiration, or other conclusion of the Agreement.

INDEMNITY

Each party will indemnify and hold harmless the other party and any of its affiliates, officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-

permitted or violating use or disclosure of Protected Health Information by the indemnifying party or any of its subcontractors, agents, or employees.

Right to Tender or Undertake Defense

If the indemnified party is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information by the indemnifying party or any of its subcontractors, agents, or employees, the indemnified party will have the option at any time either (i) to tender its defense to the indemnifying party, in which case the indemnifying party will provide qualified attorneys to represent the indemnified party's interests at the indemnifying party's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the indemnifying party will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

Cooperation

If requested by the indemnifying party after accepting a tender of defense pursuant to this section, the indemnified party agrees to cooperate with the indemnifying party and its counsel in defending any claim, cause of action, liability or damages, or if appropriate, in making any counterclaim or cross-complaint against any person, and further agrees to take such other action as reasonably may be requested by the indemnifying party to reduce or eliminate any loss or expense for which the indemnifying party would have responsibility. All fees and expenses incurred by the indemnified party in so cooperating or acting at the request of the indemnifying party shall be the responsibility of the indemnifying party. The indemnifying party agrees to afford the indemnified party and its counsel reasonable opportunity to be present at, and to participate in, conferences with all persons asserting any claim, cause of action, liability or damages against the indemnified party or conferences with representatives of or counsel for such persons.

GENERAL PROVISIONS

Amendment

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COVERED ENTITY to comply with the requirements of the Privacy Rule, Security Rule, the HITECH Act and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

Governing Law

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Indiana.

Interpretation

Any ambiguity in the Agreement shall be resolved to permit COVERED ENTITY to comply with the Privacy Rule, Security Rule and HITECH Act.

No Third-Party Beneficiary

The provisions and covenants set forth in this Agreement are expressly entered into only by and between Business Associate and COVERED ENTITY and are intended only for their benefit. Neither Business Associate nor COVERED ENTITY intends to create or establish any third-party beneficiary status or right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

Counterparts; Facsimiles

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

Prior Business Associate Agreement

This Agreement shall replace and supersede any prior Business Associate Agreement between the parties, whether such terms are incorporated into an agreement or set forth in a separate document, if any, including amendments thereto, in effect between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

"Plan Administrator"	"Business Associate"
Roman Catholic Diocese of Owensboro	HEALTH RESOURCES, INC.
As Plan Administrator of the group dental plan	
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date: