Oklahoma State
Department of Health

Creating a State of Health

REQUEST FOR GRANT PROPOSAL PACKAGE

Budget Period (BP) 4
2015-2016

HOSPITAL PREPAREDNESS PROGRAM
FOR
HOSPITAL HEALTHCARE ORIGANIZATIONS

For:

_____
Agency Name

_____
Operational Region

RFGP INSTRUCTIONS

In order to assure submission of a complete response to this RFGP follow the instructions below:

1. **Prior** to attempting response to the RFGP, applicants should thoroughly review the entire RFGP.

2. Submit a response to the RFGP in the form of a RFGP Package. This package shall contain response and all supporting information, attachments, and documents. All Applicants must complete this RFGP Package in its entirety to be considered responsive.

3. The "RFGP Package" shall include this entire document.
   a) RFGP Package Cover (page 1).
   b) HPP Contact Information Sheet, with three (3) different Points of Contact.
   c) Completed and Originally Signed Non-Collusion Certification.
   d) Completed and Originally Signed Vendor Payee Form (VPF).
   e) Originally Signed Business Associate Agreement.
   f) Originally Signed Signature of Acknowledgement page.

4. Submit the RFGP Package by date and time designated by Oklahoma State Department of Health (OSDH). All proposals and related documents in response to this RFGP are public record under the Freedom of Information Act and Oklahoma Open Records Act regarding public access to such documents.

5. Submission by FAX or email is not acceptable. Applicant(s) must mail or hand deliver the originally signed RFGP Package to the attention below:

   Submit package to:

   EMERGENCY PREPAREDNESS AND RESPONSE SERVICE
   ATTN: SHARON DELLAVECCHIO
   OKLAHOMA STATE DEPARTMENT OF HEALTH
   1000 NE 10TH STREET
   OKLAHOMA CITY, OKLAHOMA 73117-1299

6. **RFGP SUBMISSIONS ARE DUE BY CLOSE OF BUSINESS (5:00 p.m. CST) on Friday, July 24, 2015.**

7. Questions regarding this RFGP should be addressed to the OSDH Contract Monitor and OSDH Medical Response System Coordinator listed below, preferably by email.

   Sharon DellaVecchio, Grants Manager
   (405)271-0900
   sharond@health.ok.gov

8. Proposals will be considered ineligible for submission and will not be reviewed if any of the following conditions occur:
   a) Proposal was not submitted by the stated deadline.
   b) Proposal does not include the entire and completed RFGP Package.
   c) Proposal does not comply with all of the requirements of the RFGP process and solicitation.

HPP Contact Information Sheet

In order to be eligible for funding, you must supply contact information for someone under each of these departments within your facility, which can be contacted regarding this funding request at any time.

These three (3) contacts must be three (3) different people.

Failure to provide three (3) contacts will result in the proposal being considered NON-RESPONSIVE.

FACILITY LEGAL NAME:

FACILITY ADDRESS:

MAILING ADDRESS:

***# 1** FACILITY SERVICES/PREPAREDNESS/SAFETY OFFICER CONTACT:*

CONTACT PERSON'S NAME:

PHONE NUMBER:

EMAIL:

***# 2** FISCAL/FINANCIAL CONTACT:*

CONTACT PERSON'S NAME:

PHONE NUMBER:

EMAIL:

***#3** CLINICAL/PATIENT CARE CONTACT:*

CONTACT PERSON'S NAME:

PHOHE NUMBER:

EMAIL:

PERSON COMPLETING RFGP:

Awardees will be required to input this information into EMResource by the end of the 2ND Quarter (December 2015).

State of Oklahoma
Oklahoma State Department of Health

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: (leave blank)

Supplier Legal Name: (legal name of Facility)

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
   d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

SIGN HERE

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

State of Oklahoma
Office of Management & Enterprise Services
Vendor Maintenance

Vendor/Payee Form

Change of Address # _____ ❑
Additional Address ❑

The State of Oklahoma requires the following information for all new vendors (payees) before any payments can be made. This information is used to establish you in the State's vendor file. The form must be signed to be valid. This form should be used to establish Garnishment Venders or State Employee Vendors.

AGENCY SECTION

Agency Name: Oklahoma State Department of Health
Contact Name: Patricia Bagwell **Phone #** 405-271-4043 **Fax #** 405-271-1789

1099 Reportable Status
❑ **Add:**
❑ **Remove:**

Attention Paying Agency: Please check the ***Add*** box on the left if payments to this vendor/Payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the *Remove* box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:

❑ **1 - Rents** ❑ **2 - Royalties** ❑ **3 - Prizes & Awards**
❑ **6 - Medical & Health Care** ❑ **7 - Non-Employee Compensation** ❑ **10 – Crop Insurance Proceeds**
❑ **14 - Gross Proceeds to an Attorney**

If vendor has a PeopleSoft Vendor #, add it here. _____

VENDOR/PAYEE SECTION (Complete and fax to State Agency)

Company Name (or Individual, or Government Entity) | Phone # | Fax #

Name on IRS Record (if different from above) | Phone # | Fax #

VENDOR/PAYEE *TIN/SSN* # _____

Business Address:

(PO Box or Street , City, State, **9-Digit Zip Required**) | EFT Payment Notification E-Mail Address
This email will be notified when an EFT payment is made

Optional Addresses – check as appropriate**:**

If different**,** ❑ pricing ❑ Ordering ❑ Invoicing ❑ Remitting ❑ Returning | Phone # | Fax #

(PO Box or Street , City, State, **9-Digit Zip Required**) | E-Mail Address

Contact Name & Title:_____

If different**,** ❑ Pricing ❑ Ordering ❑ Invoicing ❑ Remitting ❑ Returning | Phone # | Fax #

(PO Box or Street , City, State, **9-Digit Zip Required**) | E-Mail Address

Contact Name & Title:

Customer Service Information, if different: | Phone # | Fax # | E-Mail Address

Use OMES_GARNVEND form for Garnishment Vendors.

State Agency, fax completed and signed form to: OSF, Attention Vendor Maintenance 405-521-3383

OMES/DCAN USE ONLY:	Dated Posted: _____	By: _____

SUPPLEMENTAL INFORMATION - ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the State, or may result in the State having to deduct backup withholding amounts from its remittances to you.

Federal Employer Identification Number (FEIN)
U.S. Taxpayer Identification Number (TIN) _____ If none, but applied for, date applied _____
U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

DUNS Number _____

Check the box below that best describes your residency status:

Companies:

❑ Domestic (U.S.) sole proprietorship ❑ Domestic (U.S.) partnership ❑ Domestic (U.S.) corporation ❑ Domestic (U.S.) other
❑ Foreign (non-U.S.) sole proprietorship * ❑ Foreign (non-U.S.) partnership * ❑ Foreign (non-U.S.) corporation *
❑ Foreign (non – U.S.) other** - explain _____

Individuals:

❑ Citizen (individual) of the United States ❑ Resident alien (individual) of the United States ❑ Non-resident alien (individual) **

* N O T E : IF YOU MARK THIS BOX, WE WILL FORWARD AN INTERNAL REVENUE SERVICE (IRS) FORM W-8 (http://www.irs.gov/pub/irs-pdf/fw8ben.pdf), CERTIFICATE OF FOREIGN STATUS, TO YOU. THIS MAY EXEMPT YOU FROM BACKUP WITHHOLDING. FORM W-8 DOES NOT EXEMPT YOU FROM THE 30% (OR LOWER PERCENTAGE BY TREATY) NONRESIDENT WITHHOLDING TAXES. TO CLAIM THIS EXEMPTION, YOU MUST FILE IRS FORM 8233 WITH US. FOR MORE INFORMATION, REFER TO IRS PUBLICATION 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that the above information is correct and that:

1. **The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**
2. **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.**
3. **I am a U.S. person (including a U.S. resident alien).**

Certification Instructions - *You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding* because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN

SIGN HERE _____ | _____
Signature of Vendor Representative or Individual Payee Date

_____
Title of individual signing form for company

_____
Vendor/Payee (Same as Company Name from Page 1)

OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA), effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health (Covered Entity) and
_____ (Business Associate).

BACKGROUND AND PURPOSE: The Parties have entered into, and may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information (PHI), (the "underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH),Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

DEFINITIONS: Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 CFR § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma State Department of Health (OSDH) as OSDH's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not OSDH's workforce, in relation to the protection of that information.

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

(a) use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;

(b) use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

(c) implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 CFR 164;

(d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164;

(e) make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);

(f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;

(g) in accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

(h) report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five (5) calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;

(i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five (5) calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

(j) with the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 CFR 164.402;

(k) to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;

(l) provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

(m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;

(n) document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five (5) working days of receiving a request such request to Covered Entity;

(o) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered Entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from DHHS or government officials and provide Covered Entity with a copy of all documents made available; and

(p) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

(a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

(b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

(c) disclose PHI to report violations of law to appropriate federal and state authorities; or

(d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

(e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

(f) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 CFR §(d)(1)].

Obligations of Covered Entity:

(a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.

(d) OSDH agrees to timely notify Business Associate, in writing, of any arrangements between OSDH and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

Term and Termination:

(a) Term. The Term of this Agreement shall be effective as of the date of the underlying agreement, and shall terminate on the date the underlying agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity if a cure period is specified).

(c) Obligations of Business Associate Upon Termination.
Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Should OSDH become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, OSDH shall provide Business Associate with written notice of such a breach in sufficient detail to enable **Contractor** to understand the specific nature of the breach. OSDH shall be entitled to terminate the Underlying Contract associated with such breach if, after OSDH provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by OSDH in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:
Interpretation: The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow OSDH to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

No Third Party Beneficiaries: Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Business Associate recognizes that any material breach of this Agreement or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to comply with the requirements of the Privacy Rule and related laws and regulations.

(a) ODSH's Notice of Privacy Practices is available on its website: www.ok.gov/health.

(b) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

(c) This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate agreements, oral or written agreements, commitments, and understandings pertaining to the subject matter hereof.

(d) If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

A signed copy of this agreement shall be accorded the same force and effect as the original.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

OKLAHOMA STATE DEPARTMENT OF HEALTH		CONTRACTOR
By:_____	SIGN HERE	By:_____
Print Name: Robn Green, MPH_____		Print Name:_____
Print Title: HIPAA Privacy Officer_____		Print Title: _____
Date:_____		Date:_____

Signature of Acknowledgement

Applicant acknowledges, by receipt of this instrument, document or communication that any agreement entered into or executed by the parties is subject to the sole discretion of the Oklahoma State Department of Health.

I have read and agree to the terms and conditions outlined in this contract. I understand my responsibilities to maintain compliance and completion along with the aforementioned statement.

FEI NUMBER	***DUNS NUMBER***
NATIONAL PROVIDER IDENTIFIER (NPI)	
PRINT NAME	***TITLE***
SIGN HERE ***SIGNATURE***	***DATE***

****Upon award, the RFGP documents, the Applicants' response, and the Purchase Order will become a contract between the Applicant and OSDH. ****

* If a 501(c) (3) entity is formed by a federally recognized Indian tribe for the purpose of this proposal, the tribe must be fully compacted and a statement of agreement and consent to serve non-Native American populations must be approved by the full Tribal Council of the proposing tribe. **A copy of signed and notarized agreement must be included with your proposal.**

State of Oklahoma
County of _____

This instrument was acknowledged before me on (_____) by
(date)

(_____), as (_____)
(name of Representative) (title of Representative)

Of (_____).
(Applicant Facility Name or Tribe)

(Personalized Seal) Notary Public's Signature: _____

My Commission expires: _____