



State of Arkansas  
ARKANSAS DEPARTMENT OF HEALTH  
4815 West Markham  
Little Rock, Arkansas 72205

# ***APPLICATION PACKET NOFA-DH-26-0001 COMMUNITY HEALTH WORKERS***

## ***Purpose of Sub-Grant:***

The Arkansas Department of Health (ADH) issues this Notice of Funds Availability (NOFA) on behalf of the Heart Disease and Stroke Prevention Program to obtain applications for funding for Community Health Workers.

**Application Due Date:  
AUGUST 18, 2025  
NLT 3:00 p.m. CST**

**Email Completed Packet to  
[Elizabeth.Eskew@arkansas.gov](mailto:Elizabeth.Eskew@arkansas.gov)**

Type or Print the following information.

***An official authorized to bind the prospective recipient to a resultant contract shall sign below.***

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*Use Ink Only.*

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## **Agreement and Compliance**

### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal sub-grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, sub-grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, sub-grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," attached hereto, in accordance with its instructions. This disclosure form must be filed with the Arkansas Department of Health (ADH) at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or,
  - b. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or,
  - c. A change in the officer(s), employee(s), or member(s) contracted to influence or attempt to influence a covered federal action.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in this section.

**Authorized Signature:** \_\_\_\_\_  
*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PROPOSED SUBCONTRACTORS FORM**

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

**PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

*Type or Print the following information*

Subcontractor's Company Name	Street Address	City, State, ZIP

☐ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**





State of Arkansas  
ARKANSAS DEPARTMENT OF HEALTH  
4815 West Markham  
Little Rock, Arkansas 72205

## ATTACHMENT A

### CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

#### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

#### FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency \_\_\_\_\_ Agency \_\_\_\_\_ Agency \_\_\_\_\_ Contact \_\_\_\_\_ Contract  
Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_



## Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders

Secretary Leslie Fiskien

### COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.  
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.  
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.  
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
4. **Scrutinized Company Restriction:** Required with bid or proposal submission.  
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: \_\_\_\_\_ Description: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date



Agreement #:				
Attachment #:		Action	-----	-----
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Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance		<b>2. Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award		<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:   <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

Agreement #:				
Attachment #:		Action	-----	-----
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DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## **Arkansas Department of Health Business Associate Agreement**

This Business Associate Agreement is made effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **Arkansas Department of Health** with offices located at 4815 West Markham Street, Little Rock, AR 72205, herein after referred to as “Covered Entity” and the **[ADD Business Associate NAME]** located at **[Business Associate ADDRESS]** hereinafter referred to as “Business Associate” (collectively referred to as “Parties”).

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into a service agreement or contractual arrangement whereby Business Associate will provide certain services to the Covered Entity and whereby Covered Entity may provide Business Associate with Protected Health Information (“PHI”) or Business Associate may create or receive PHI on behalf of Covered Entity (the agreement evidencing such arrangement is entitled **[NAME of Principal Agreement]** dated day of \_\_\_\_\_, 20\_\_\_\_ and is hereinafter referred to as “Principal Agreement”); and

THEREFORE, in consideration of the Parties’ continuing obligations under the Principal Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

### **1. Definitions**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

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

2. Permitted Uses and Disclosures by the Business Associate

Except to the extent that a use or disclosure would violate the HIPAA Security and Privacy Rule if such use or disclosure were done by the Covered Entity, Business Associate may use or disclose PHI to the extent reasonably necessary and in compliance with 45 CFR § 164.502(b) regarding the minimum necessary requirements:

- a. to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in the Principal Agreement;
- b. for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, and disclosures Required by Law;
- c. to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1); and
- d. to provide Data Aggregation services to Covered Entity, if requested by Covered Entity, and as permitted by 42 CFR 164.504(e)(2)(i)(B).

3. Obligation of the Business Associate

- a. Business Associate agrees to not use or further disclose PHI other than as permitted by the Principal Agreement, this Agreement, or as Required by Law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that (i) prevent use or disclosure of the PHI other than as provided for by this Agreement and (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- c. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees, at the request of Covered Entity, to employ technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals that are consistent with National Institute of Standards and Technologies (NIST) Special Publications.
- d. Business Associate agrees to ensure that any agent of Business Associate, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to this Agreement to Business Associate with respect to such information.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of the information not provided for by this Agreement of which it becomes aware.
- f. Business Associate agrees to, following the discovery of a Breach of Unsecured PHI, as defined in

the HIPAA Security and Privacy Rule, notify the Covered Entity of such Breach pursuant to the terms of 45 CFR §164.410 and shall cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

- 1) Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410.
  - 2) For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.
  - 3) The Parties agree that Business Associate is not an Agent of Covered Entity.
- g. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach of Unsecured PHI or other use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- h. To the extent Business Associate maintains any PHI in a Designated Record Set, and such information is not also in the possession of Covered Entity, Business Associate agrees to provide access to, at the request of Covered Entity, and in the time and manner required under the HIPAA Regulations, such PHI to Covered Entity or as directed by Covered Entity, to an individual authorized by state or federal law to receive the information, in order to meet the requirements under 45 C.F.R. § 164.524.
- i. To the extent Business Associate maintains any PHI in a Designated Record Set, Business Associate agrees to make any amendments to the PHI that Covered Entity has agreed to pursuant to 45 C.F.R. § 164.526, upon notification by Covered Entity to Business Associate that such information requires amendment.
- j. Business Associate agrees to make available to Covered Entity Protected Health Information in response to a request for an accounting of disclosures required by 45 C.F.R. § 164.528. Business Associate also agrees to document its disclosures of the PHI, if any, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528. In the event of such a request, Business Associate agrees to provide to Covered Entity or to the requesting party, in the time and manner required by 45 C.F.R. § 164.528, an accounting of any such disclosures.
- k. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the United States Department of Health and Human Services or his/her designee solely for the purposes of determining Covered Entity's compliance with the HIPAA Regulations.
4. Obligation of the Covered Entity
- a. Covered Entity agrees to notify Business Associate of any limitations in its Notice of Privacy Practices to the extent that Covered Entity determines that such limitation may affect Business

Associate's use or disclosure of PHI.

- b. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by the patient to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d. Covered Entity agrees to notify Business Associate of any amendments made or required to be made to PHI in the possession of Business Associate, pursuant to 45 C.F.R. § 164.526.

5. Termination

- a. Except for termination for cause as set forth below, the Term of this Business Associate Agreement shall be effective as of the effective date stated herein and shall continue for each year thereafter until the Parties agree otherwise in writing, signed by persons authorized to execute such agreements, and as long as the Business Associate ceases to receive, use, create, disclose or maintain any PHI on behalf of Covered Entity. For such termination to be effective, such PHI must have been destroyed by Business Associate or returned to Covered Entity in accordance with the terms of Paragraph 5(c).
- b. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity shall have the right to either:
  - 1) terminate immediately the Principal Agreement and this Agreement; or
  - 2) provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may terminate the Principal Agreement and this Agreement.
- c. Except as provided in this Agreement, upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, including any copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- d. In the event the Business Associate determines that returning or destroying the Protected Health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

6. Miscellaneous

**Incorporation into Agreement.** The Parties agree that this Business Associate Agreement is incorporated into and made part of the Principal Agreement.

**No Third-Party Beneficiary.** Nothing in this Business Associate Agreement shall confer upon any person, other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

**Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time for the parties to comply with the requirements of the HIPAA Regulations. All other amendments to this Business Associate Agreement agreed upon by the parties must be in writing and signed by both parties.

**Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas.

**Waiver.** The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Business Associate Agreement or the right of either Party thereafter to enforce each and every such provision.

**Notices.** Notices permitted or required to be given hereunder shall be provided to:

<b>COVERED ENTITY</b>	<b>BUSINESS ASSOCIATE</b>
ADH Privacy Officer	
4815 West Markham Street Slot 31	
Little Rock, AR. 72205	
Email: ADHPrivacyOfficer@arkansas.gov	
Telephone: (501) 537-1290	

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date.

\_\_\_\_\_  
Signature of Business Associate Authorized Representative

\_\_\_\_\_  
Printed Name of Business Associate Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of ADH Program Authorized Representative

\_\_\_\_\_  
Printed Name of ADH Program Authorized Representative

\_\_\_\_\_  
Title

**Return a signed copy of this Agreement to:**

ADH Privacy Officer  
4815 W. Markham St. Slot 31  
Little Rock, AR 72205  
Email: ADH.PrivacyOfficer@arkansas.gov