

AGREEMENT

THIS AGREEMENT, ENTERED INTO BETWEEN THE **GREER COUNTY HEALTH DEPARTMENT (GCHD)** AND **MANGUM REGIONAL MEDICAL CENTER (MRMC)** IS FOR THE PURPOSE OF PROVIDING X-RAY SERVICES AT FOR PATIENTS DESIGNATED TO RECEIVE SUCH SERVICES FROM THE GREER COUNTY HEALTH DEPARTMENT.

THIS AGREEMENT IS MADE PURSUANT TO AUTHORITY IN TITLE 63, SECTION 206.1, OKLAHOMA STATUTES 1970 SUPPLEMENT.

IT IS AGREED THAT THE MANGUM REGIONAL MEDICAL CENTER:

1. WILL PROVIDE THE SERVICES SPECIFIED IN THE AGREEMENT.
 - A. X-RAYS TO BE TAKEN AND PROCESSED
(BUT NOT READ).
 - B. FILM TO BE PICKED UP BY GCHD TO MAIL TO THE
GENERAL COMMUNICABLE DISEASE DIVISION,
OSDH.
2. WILL MAINTAIN PATIENTS RECORDS IN A MANNER
THAT IS HIPAA COMPLIANT.
3. WILL PROVIDE THE SERVICES WITHOUT DISTINCTION
AS TO THE PATIENTS RACE, COLOR OR NATIONAL ORIGIN.

IT IS FURTHER AGREED THAT UPON RECEIPT OF THE SERVICES SET FORTH **MANGUM REGIONAL MEDICAL CENTER** WILL BE PAID AT THE RATE OF **\$30.00 PER VIEW OF PA or LATERAL X-RAYS**. PAYMENT SHALL BE MADE UPON RECEIPT OF INVOICES EACH MONTH INDICATING THE DATE OF SERVICES RENDERED, NAME OF PATIENT SERVICES RENDERED FOR, AS WELL AS TYPE AND NUMBER OF X-RAYS TAKEN.

THIS AGREEMENT COVERS THE PERIOD OF **JULY 1, 2021 TO JUNE 30, 2022**. THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE.

Greer County Health Department
PO Box 1/2100 N Louis Tittle Ave
Mangum OK 73554
580-782-5531 580-782-5438 Fax

TB X-RAY AGREEMENT, CONTINUED

Incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties.

APPROVED:

MANGUM REGIONAL MEDICAL CENTER

Brandie Combs
BRANDIE COMBS, REGIONAL DIRECTOR

GREER COUNTY HEALTH DEPARTMENT

DATE

5-14-21

DATE

GREER COUNTY COMMISSIONERS:

Chairman

Member

Member

ATTEST:

County Clerk

**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 Mangum Regional Medical Center "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.