

AMERICAN ACADEMY OF DENTAL SLEEP MEDICINE

BUSINESS ASSOCIATE AGREEMENT

In order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and implementing regulations, 45 C.F.R. Parts 160 and 164, the American Academy of Dental Sleep Medicine (“AADSM”), (insert name of DSM Facility) (“Provider”) and _____ (“Virtual Visitor”) agree as follows:

1. **Permitted Uses and Disclosures For Accreditation Purposes.** To the extent that, in the course of inspecting the dental sleep medicine facilities at Provider, AADSM gains access to “protected health information” as defined in 45 C.F.R. § 164.501, AADSM may use and disclose such Protected Health Information (“PHI”) as necessary to evaluate the Provider for accreditation purposes.
2. **Permitted Uses and Disclosures For Other Purposes.** AADSM may use PHI as necessary for the proper management and administration of AADSM or to carry out AADSM’s legal responsibilities. AADSM may disclose such information to third parties for these purposes only if (A) the disclosure is required by law; or (B) AADSM obtains reasonable assurances from the recipient of the PHI that (1) the information will be held in confidence and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the recipient will notify AADSM of any breach in the confidentiality of the information.
3. **Prohibited Uses and Disclosures.** AADSM shall use and disclose PHI only to the extent necessary for a permitted purpose. Other uses and disclosures are prohibited.
4. **Compliance with Privacy Standards.** AADSM shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
5. **Safeguards.** AADSM shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
6. **Reporting.** AADSM shall report to the Provider any use or disclosure of PHI which is not provided for by this Agreement of which AADSM becomes aware.
7. **Subcontractors.** AADSM shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to AADSM with respect to the PHI.
8. **Access by Individuals.** AADSM shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of AADSM if Provider does not also maintain such information.
9. **Amendment of PHI.** AADSM shall make available the PHI for amendment and shall incorporate amendments to the PHI upon notification by Provider that such information requires amendment.

10. **Accountings of Disclosures.** If AADSM discloses the PHI to any third party, AADSM shall make available to Provider the information that is necessary for the Provider to provide an accounting of disclosures to a requesting individual.
11. **Access by Department of Health and Human Services.** AADSM shall make its internal practices, books, and records relating to the use and disclosure of the PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Provider's compliance with the HIPAA privacy regulations.
12. **Termination.** This Agreement shall terminate when Provider no longer utilizes AADSM to accredit its sleep center / laboratory facilities. Provider may terminate its relationship with AADSM if it determines that AADSM has violated a material term of this Agreement. The rights and responsibilities of AADSM under this Agreement shall survive termination.
13. **Return or Destruction of Information.** Upon termination of its relationship with Provider, AADSM shall, if feasible, return or destroy all of the PHI that AADSM still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, AADSM shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
14. **Amendment.** The parties shall modify this Agreement to bring it into compliance with any changes in HIPAA or the HIPAA privacy regulations that are made after the date of execution of this Agreement.
15. **Interpretation.** Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and the HIPAA privacy regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ___ day of _____, 20__.

Provider _____ <i>(insert name of DSM Facility)</i> By: _____ <i>(Dental Director's signature)</i> Name: _____ <i>(print Dental Director's name)</i> Title: _____ <i>(insert 'Dental Director')</i>	<u>American Academy of Dental Sleep Medicine</u> By: _____ Name: _____ Title: _____	Virtual Visitor _____ By: _____ Name: _____ Title: _____
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List the AADSM Accredited Dental Sleep Medicine Facility (s) for which the agreement applies:

Mail agreements to:

Name: _____

Institution: _____

Address: _____

Phone # _____