Business Associate Agreement

Between the Business Associate and Subcontractor Business Associate

(Revised November 11, 2026)

Definitions

Catch-all definition:

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 Protected Health Information, and Use.

Specific definitions:

a) 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 _____.

b) Subcontractor Business Associate. "Subcontractor Business Associate" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Open Dental Software, Inc.

c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean clients receiving the services of the business associate.

d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e) Part 2 Information. "Part 2 Information" shall mean the patient records protected under 42 CFR Part 2, including, without limitation, substance use disorder (SUD) treatment records and other information covered by 42 CFR 2.1. In addition, any information protected under 42 CFR Part 2 that identifies an individual as having or having had a substance use disorder and that is created, received, or maintained by a Part 2 Program.

f) Qualified Service Organization/ QSO. "QSO" shall mean an entity that provides services to a Part 2 program, with obligations under 42 CFR 2.11, which for purposes of this Agreement may include Subcontractor Business Associate when Part 2 Information is involved.

g) Client BAA. "Client BAA" shall mean the business associate agreement between Covered Entity and Business Associate.

h) Services Agreement. "Services Agreement" shall mean the applicable arrangement between Business Associate and Subcontractor Business Associate.

Obligations and Activities of Subcontractor Business Associate

Subcontractor Business Associate agrees to:

a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

c) Report to business associate any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notification will be made without unreasonable delay and no later than 14 calendar days after discovering a breach of unsecured protected health information (PHI). The subcontractor business associate's report will:

a. Identify the nature of the non-permitted or violating use or disclosure.

b. Identify the PHI used or disclosed.

c. Identify, if possible, who made the non-permitting or violating use or received the non-permitted or violating disclosure.

d. Identify any corrective action the subcontractor business associate has taken or will take to prevent further disclosure.

e. Identify any actions the subcontractor business associate has taken or will take to mitigate any deleterious effect of the non-permitted or violating use or disclosure.

f. Provide any other information that the business associate may reasonably request.

d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any downstream subcontractors or agents that create, receive, maintain, or transmit protected health information on behalf of the subcontractor business associate agree to the same restrictions, conditions, and requirements that apply to the subcontractor business associate with respect to such information.

e) Make available to the business associate or covered entity, protected health information in a designated record as necessary to satisfy covered entity's obligations under 45 CFR 164.524. Access will be given within 2 weeks of business associate or covered entity's request.

f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the business associate pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. All amendments must be made within 2 weeks of notification.

g) Maintain and make available, within 2 weeks, the information required to provide an accounting of disclosures to the business associate or covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

h) To the extent the subcontractor business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPM Rules.

Permitted Uses and Disclosures by Subcontractor Business Associate

a) Subcontractor business associate may only use or disclose protected health information to perform functions, activities, or services for or on the behalf of the business associate as specified in this document, provided that such use or disclosure would not violate the Privacy Rule or the minimum necessary policies and procedures.

b) Subcontractor business associate may use or disclose protected health information as required by law.

c) Subcontractor business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

d) Subcontractor business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

e) Subcontractor business associate may use protected health information for the proper management and administration of the subcontractor business associate or to carry out the legal responsibilities of the subcontractor business associate.

f) Subcontractor business associate may disclose protected health information for the proper management and administration of subcontractor business associate or to carry out the legal

responsibilities of the subcontractor business associate, provided the disclosures are required by law, or subcontractor business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies subcontractor business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

g) Subcontractor business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Business Associate to Inform Subcontractor Business Associate of Privacy Practices and Restrictions

(a) Business associate shall notify subcontractor business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect subcontractor business associate's use or disclosure of protected health information.

(b) Business associate shall notify subcontractor business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect subcontractor business associate's use or disclosure of protected health information.

(c) Business associate shall notify subcontractor business associate of any restriction on the use or disclosure of protected health information 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 subcontractor business associate's use or disclosure of protected health information.

Permissible Requests by Business Associate or Covered Entity

Business associate or covered entity shall not request subcontractor business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date signed below, and shall terminate only when all PHI provided to the subcontractor business associate is destroyed or returned or on the date business associate terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Subcontractor business associate authorizes termination of this Agreement by business associate, if business associate or covered entity determines subcontractor business associate has violated a material term of the Agreement and subcontractor business associate has not cured the breach or ended the violation within the time specified by business associate.

(c) Obligations of subcontractor business associate upon Termination. Upon termination of this Agreement for any reason, subcontractor business associate shall return to business associate or covered entity or, if agreed to by business associate, destroy all protected health information received from business associate, or created, maintained, or received by subcontractor business associate on behalf of business associate, that the subcontractor business associate still maintains in any form. Subcontractor business associate shall retain no copies of the protected health information.

In the event that returning or destroying PHI is infeasible, written notification is to be provided of the conditions that make it impossible to return/destroy. Upon the written agreement that return or destruction of PHI is infeasible, the subcontractor business associate will extend the protections of this agreement to such PHI and limit further use and disclosures of such PHI, for so long as the subcontractor business associate maintains such PHI.

(d) Survival. The obligations of subcontractor business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Part 2 / Qualified Service Organization Agreement Addendum

a) Subcontractor business associate acknowledges that certain data it may receive is subject to Part 2 confidentiality requirements at 42 CFR Part 2.

b) Subcontractor business associate shall not use or disclose Part 2 Information except as permitted by Part 2 and this Agreement.

c) Subcontractor business associate understands and agrees that Part 2 Information may be disclosed only pursuant to a valid written patient consent or a court order that meets the requirements of 42 CFR 2.61.

d) Subcontractor business associate understands and agrees that use or disclosure for purposes of civil, criminal, administrative, or legislative proceedings against a patient is prohibited absent consent or court order as required under 42 CFR 2.12.

e) When subcontractor business associate discloses Part 2 Information pursuant to this Agreement or consent, it shall include the appropriate Part 2 redisclosure statement as required by 42 CFR 2.32:

"This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR Part 2). The federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the individual to whom it pertains or as otherwise permitted by 42 CFR Part 2."

f) Subcontractor business associate shall use appropriate safeguards and comply with Part 2 to prevent unauthorized uses and disclosures of any Part 2 Information other than as provided for by the Agreement.

g) Subcontractor business associate shall report to business associate any use or disclosure of Part 2 Information not permitted by this Agreement as required by Part 2 breach requirements.

h) Subcontractor business associate shall ensure that any downstream subcontractor or agent to whom it provides Part 2 Information agrees to contractually enter into obligations no less restrictive than those in this Agreement, in compliance with Part 2 requirements.

i) Subcontractor business associate may use or disclose Part 2 Information as reasonably necessary to perform services for business associate provided such use or disclosure would not violate Part 2 if done by the business associate or covered entity.

j) Subcontractor business associate shall make reasonable efforts to limit PHI and Part 2 Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

Subcontractor/Business Associate: Open Dental Software, Inc.

Signature: _____

Nathan Sparks
CEO, Open Dental Software

Business Associate: _____

Signature: _____

Name: _____

Title: _____

Date: _____