

Statement of HIPAA Certification for Administrative Services Agreement

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and amendments thereto regarding the Privacy and Security of Protected Health Information and Electronic Protected Health Information (collectively “PHI”), which is to include Genetic Information as defined by the Genetic Information Nondiscrimination Act (GINA) §105(a) and corresponding federal regulations, _____ the “**Plan Sponsor**”, at _____ [Address], hereby makes the following certification to **Delta Dental of Oklahoma (DDOK)** as to its compliance with the rules and regulations governing PHI in relation to, _____ [**Name of Plan**] otherwise known as “**The Plan**”.

1. The Plan Sponsor will NOT use or further disclose PHI other than as permitted or required by the Plan documents, or as required by law.
2. The Plan Sponsor ensures that every agent, including any subcontractor, to whom the Plan Sponsor provides PHI, is bound by the same restrictions and conditions that apply to the Plan Sponsor with respect to the PHI.
3. The Plan Sponsor will NOT use or disclose PHI for employment-related actions and decisions or in connection with any other benefits or employee benefit plan of the Plan Sponsor.
4. The Plan Sponsor will report to the Plan and to DDOK any use or disclosure of the PHI that is inconsistent with the uses and disclosures provided for in the Plan documents, of which it becomes aware.
5. The Plan Sponsor will ensure that each participant, dependent, personal representative or enrollee will have access to his/her PHI maintained by the Plan Sponsor.
6. The Plan Sponsor will ensure that each participant, dependent, personal representative or enrollee will have the ability to amend or incorporate any amendments to his/her PHI, if said amendment is proper according to the Plan’s HIPAA compliance documents and/or HIPAA itself.
7. The Plan Sponsor will ensure that PHI and its disclosure and use is appropriately maintained in a manner consistent with the Plan documents and rules governing HIPAA, so that an accounting may be provided to the individual.
8. The Plan Sponsor will make available to the Secretary of the Department of Health and Human Services, and other regulatory agencies having the appropriate authority, the Plan and Plan Sponsor internal practices, books, and records relating to the use and disclosure of PHI received from DDOK, for the purpose of determining compliance by DDOK with HIPAA.
9. If feasible, upon the termination of the plan, or any arrangement with DDOK, the Plan Sponsor will return or destroy all PHI received from DDOK that the Plan Sponsor continues to maintain in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further use and disclosure to those purposes that make the return or destruction of the PHI infeasible.

The person signing this Certification has the authority, on behalf of the Plan Sponsor to make the affirmations of compliance found in this certification and will hold DDOK harmless in the event any of the compliance statements are found to be incorrect, have been inappropriately implemented, or have been violated by Plan Sponsor.

Chief Privacy Officer Signature

Date

Typed or Printed Name

Delta Dental Group Number

Please complete, sign and date this Certification, and return one (1) original to Delta Dental of Oklahoma.

Confidentiality Notice: This documentation may contain personal, confidential and privileged information that is otherwise protected by law. If you are not the intended recipient, do not read, copy, distribute, use or disclose any of the information or documentation to other parties. If you have received this document in error, please notify the Delta Dental of Oklahoma Compliance Department at Compliance@DeltaDentalOK.org, (800) 522-0188 or (405) 607-2100 and destroy all documents received in error.