

HIPAA BUSINESS ASSOCIATES AGREEMENT FOR MBT GROUP CONSULTATION/SUPERVISION

This HIPAA Business Associates Agreement For Training (“Agreement”) is by and between _____ (“THERAPIST”), and each of the attendees at MBT CONSULTATION/SUPERVISION (OCT 1, 2025 – JULY 31, 2026) and Robin L. Kissell MD of The Mentalization Initiative (individually and collectively, “BUSINESS ASSOCIATES”).

RECITALS

- A. THERAPIST may be a covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and, pursuant to the terms of this Agreement in the course of receiving training, wishes to disclose to or to receive from BUSINESS ASSOCIATES certain information (“Information”), some of which may constitute Protected Health Information (“PHI”). However, care will be taken by each of the parties to this Agreement to de-identify any information disclosed about patients so that any such Information does not qualify as PHI. Nevertheless, if there is PHI disclosed, this Agreement shall apply.
- B. “Protected Health Information” or “PHI” means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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, (ii) 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, and (iii) shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to Title 45 C.F.R. Section 160.103 of the Code of Federal Regulations (“C.F.R.”).
- C. “Electronic PHI” means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103.
- D. “Security Incident: means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system containing PHI, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 C.F.R. Section 164.304.
- E. “Information System” means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes, hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. Section 164.304.

- F. BUSINESS ASSOCIATES is an individual or entity which provides services, arranges, performs or assists in the performance or activities of THERAPIST and who uses or discloses PHI, pursuant to the HIPAA Regulations, 45 C.F.R. Section 160.103.
- G. THERAPIST and BUSINESS ASSOCIATES desire to protect the privacy and provide for the security of any PHI disclosed to or by BUSINESS ASSOCIATES in compliance with HIPAA and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws and regulations.
- H. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 164.504(e).

In consideration of the mutual promises made below and the exchange of information pursuant to the engagement of BUSINESS ASSOCIATES by THERAPIST and this Agreement, the parties agree as follows:

- 1. Responsibilities of BUSINESS ASSOCIATES.
 - a. Permitted Uses and Disclosures. BUSINESS ASSOCIATES may use and/or disclose PHI received by BUSINESS ASSOCIATES solely for the purpose of performing its training under this Agreement.
 - b. Restrictions of PHI. BUSINESS ASSOCIATES shall notify THERAPIST in writing promptly of receipt of any request by patients or their representatives to restrict the use and disclosure of any PHI that BUSINESS ASSOCIATES receives from THERAPIST. Upon written notice from THERAPIST, BUSINESS ASSOCIATES agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of any PHI it maintains for or on behalf of THERAPIST.
 - c. Disclosure of PHI. BUSINESS ASSOCIATES may, if necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATES' business or (ii) to carry out BUSINESS ASSOCIATES' legal responsibilities.
 - d. Nondisclosure. BUSINESS ASSOCIATES is not authorized and shall not use or further disclose PHI other than as permitted under this Agreement, or as required by law or regulation.
 - e. Safeguards. BUSINESS ASSOCIATES shall develop, implement, maintain and use commercially acceptable administrative, technical and physical security measures to preserve the confidentiality, integrity and

availability of the THERAPIST's PHI and Electronic PHI that it creates, receives, maintains, or transmits on behalf of THERAPIST.

f. Reporting of Disclosures.

1. BUSINESS ASSOCIATES shall:

- a. Notify THERAPIST in writing promptly of its discovery of a Security Incident or of any use or disclosure of THERAPIST's PHI not permitted by this BA Agreement of which BUSINESS ASSOCIATES or its officers, employees, agents and subcontractors become aware;
- b. Take prompt corrective action to cure any deficiencies;
- c. Take action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal and state laws and regulations;
- d. Provide, within twenty (20) days of the notification described in f.1.a. above, written notice to THERAPIST of: (i) the actions taken by the BUSINESS ASSOCIATES to mitigate any harmful effect of the Security Incident or of the unauthorized use or disclosure of the PHI involved in the Security Incident or of the unauthorized use or disclosure and (ii) the corrective action the BUSINESS ASSOCIATES has taken or shall take to prevent any future Security Incident or unauthorized use or disclosure of PHI.

2. If THERAPIST determines that the written notice from BUSINESS ASSOCIATES does not provide sufficient assurance regarding the actions taken by BUSINESS ASSOCIATES, then promptly following THERAPIST's request, BUSINESS ASSOCIATES shall provide an audit or accounting of all Security Incidents and uses and disclosures of THERAPIST's PHI that is or has been maintained, used, or disclosed by BUSINESS ASSOCIATES or its agents or subcontractors.

3. If the accounting is not provided in a timely manner or THERAPIST is not satisfied that the corrective action is sufficient to reasonably prevent similar future occurrences, THERAPIST may terminate the Agreement.

g. Compliance with Law. BUSINESS ASSOCIATES shall comply with all applicable federal and state laws and regulations, including the HIPAA Standards for Electronic Transactions, 45 C.F.R. Parts 160, 162 AND 164.

- h. Availability and Accounting of Information. BUSINESS ASSOCIATES shall, within twenty (20) calendar days of receipt of a written request, make available to THERAPIST and, if authorized in writing by THERAPIST, the subject of the PHI, such information as may be required to fulfill THERAPIST's obligations to provide access to, provide a copy of, and account for disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Sections 164.524 and 164.528. The accounting shall include: i) the date of the disclosure, ii) the name and address of the entity or person who received the PHI, iii) a brief description of the PHI disclosed, and iv) a brief statement of the basis for the disclosure or a copy of an authorization for the disclosure.
- i. Amendment of PHI. BUSINESS ASSOCIATES shall promptly inform THERAPIST of receipt of any request by or on behalf the subject of any PHI to amend the PHI that BUSINESS ASSOCIATES maintains for or on behalf of THERAPIST. BUSINESS ASSOCIATES shall, within twenty (20) calendar days of receipt of a written request, make the PHI available to THERAPIST as may be required to fulfill THERAPIST's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 164.526. BUSINESS ASSOCIATES shall, as directed by THERAPIST, incorporate any amendments to PHI into copies of such PHI maintained by BUSINESS ASSOCIATES.
- j. Regulatory Compliance. BUSINESS ASSOCIATES shall upon specific written request from THERAPIST make its internal practices, books and records relating to the use and disclosure of any PHI received from THERAPIST (or created or received by BUSINESS ASSOCIATES on behalf of THERAPIST) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining THERAPIST's compliance with the HIPAA Regulations.
- k. Inspection of Records. Within thirty (30) calendar days of a written request, BUSINESS ASSOCIATES shall make available to THERAPIST during normal business hours all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI for purposes of enabling THERAPIST to determine BUSINESS ASSOCIATES' compliance with the terms of this Agreement.
- l. Certification. THERAPIST and its authorized agents or contractors may examine BUSINESS ASSOCIATES' facilities, systems, procedures, and records as may be necessary to determine the extent to which BUSINESS ASSOCIATES' security safeguards comply with the HIPAA, the HIPAA Regulations, or this Agreement.

2. Termination.

- a. Material Breach. A breach by BUSINESS ASSOCIATES of any material provision of this Agreement, as determined by THERAPIST, shall provide grounds for immediate termination of this Agreement by THERAPIST.
 - b. Effect of Termination. Upon termination by THERAPIST for any reason, BUSINESS ASSOCIATES shall return or, at the option of THERAPIST, destroy all PHI received from THERAPIST, or created and received by BUSINESS ASSOCIATES on behalf of THERAPIST, that BUSINESS ASSOCIATES still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BUSINESS ASSOCIATES shall continue to extend indefinitely the protections of this Agreement to such information, and immediately terminate any further use or disclosure of such PHI.
3. Changes to this Agreement.
- a. Compliance with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable state and federal laws relating to the security or confidentiality of PHI.
 - b. Negotiations. In the event that a state or federal law, statute, or regulation materially affects this Agreement, the parties agree to negotiate immediately in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, or if the change is effective immediately, then THERAPIST may immediately terminate this Agreement and Retention Letter upon written notice to BUSINESS ASSOCIATES.
4. Miscellaneous Provisions.
- a. Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATES shall make itself, and any subcontractors, employees or agents assisting BUSINESS ASSOCIATES in the performance of its obligations under this Agreement, available to THERAPIST at no cost to THERAPIST to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against THERAPIST, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy and arising out of this Agreement.

- b. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than THERAPIST, BUSINESS ASSOCIATES and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- c. Notice to Secretary. If THERAPIST knows of a pattern of activity or practice of BUSINESS ASSOCIATES that constitutes a material breach or violation of BUSINESS ASSOCIATES' obligation under this Agreement, if the breach or violation continues, and if termination of this Agreement and Retention Letter is not feasible, THERAPIST is required by the HIPAA regulations to report the problem to the Secretary of Health and Human Services.
- d. Survival. The obligations of BUSINESS ASSOCIATES under Sections 1(j), 1(k), 1(l), 2(b), and 4(a) of this Agreement shall survive the termination of this Agreement.
- e. Counterparts and Electronic Signature. This Agreement may be signed in counterpart and an electronic signature or a signature by facsimile shall be of the same force and effect as an original signature.

Participants in MBT Clinical Consultation/Supervision Oct. 1 – July 31, 2026:

Date: _____

Date: _____

Date: _____

Date: _____

The Mentalization Initiative: (Robin L. Kissell MD)

Date: _____

By: _____