

Combined Security and Privacy Business Associate Agreement

This Business Associate Agreement is entered into as of 7/1/2026 by and between Counseling Services of Southern Minnesota (Covered Entity) and Waterville-Elysian-Morristown School District (Business Associate).

RECITALS

WHEREAS, Covered Entity is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH");

WHEREAS, Business Associate provides service partnership to Covered Entity that require the use and/or disclosure of Protected Health Information ("PHI") as defined by HIPAA;

THEREFORE, the parties agree as follows:

1. DEFINITIONS

- a. "Protected Health Information" ("PHI"): As defined under 45 CFR § 160.103.
- b. "Business Associate": As defined under 45 CFR § 160.103.
- c. "Covered Entity": As defined under 45 CFR § 160.103.
- d. "HITECH Act": The Health Information Technology for Economic & Clinical Health Act.
- e. "FERPA": 34 CFR Part 99 implementing section 444 of the General Education Provision Act (GEPA), commonly referred to as the Family Educational Rights and Privacy Act (FERPA).

2. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures

- Business Associate may use or disclose PHI only as necessary to perform services for Covered Entity, as permitted by this Agreement, and as required by law.

b. Safeguards

- Business Associate shall implement administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI, in accordance with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

c. Reporting of Breaches

- Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, including Security Incidents and Breaches of Unsecured PHI, without unreasonable delay and no later than 10 calendar days after discovery.

d. Mitigation

- Business Associate shall mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI in violation of this Agreement.

e. Agents and Subcontractors

- Business Associate shall ensure that any agent or subcontractor who receives PHI agrees to the same restrictions and conditions.

f. Access to PHI

- Business Associate shall provide access to PHI to Covered Entity or an individual as directed by Covered Entity, as required under 45 CFR § 164.524.

g. Amendment of PHI

- Business Associate shall make PHI available for amendment and incorporate amendments as directed by Covered Entity, as required under 45 CFR § 164.526.

h. Accounting of Disclosures

- Business Associate shall document disclosures of PHI and provide an accounting as required by 45 CFR § 164.528.

i. Compliance with HITECH

- Business Associate shall comply with the requirements of the HITECH Act and any regulations issued pursuant to HITECH.

3. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI agreed to by Covered Entity.
- b. Covered Entity shall not request Business Associate to use or disclose PHI in a manner not permitted by HIPAA or HITECH.

4. TERM AND TERMINATION

a. Term

- This Agreement shall be effective as of 7/1/2026 and shall remain in effect until terminated.

b. Termination for Cause

- Covered Entity may terminate this Agreement if Business Associate materially breaches any provision.

c. Effect of Termination

- Upon termination, Business Associate shall return or destroy all PHI. If return or destruction is not feasible, Business Associate shall continue to protect the PHI as required by this Agreement.

5. MISCELLANEOUS

a. Amendment

- This Agreement may be amended as required by law.

b. Survival

- The obligations of Business Associate under this Agreement shall survive termination with respect to PHI retained.

c. Governing Law

- This Agreement shall be governed by the laws of Minnesota, FERPA, HIPAA, HITECH, and applicable laws.

6. USE OF ARTIFICIAL INTELLIGENCE (AI)

a. Business Associate may use Artificial Intelligence (AI) technologies to perform services under this Agreement, provided such use complies with 45 CFR § 164.514.

b. Business Associate shall implement safeguards to protect PHI when processed by AI, including monitoring and auditing AI systems for compliance.

c. Business Associate shall use only the minimum necessary PHI for AI processing and, where feasible, de-identify PHI in accordance with 45 CFR § 164.514(b).

d. Business Associate shall notify Covered Entity of any AI-related security incidents or breaches affecting PHI.

e. Business Associate shall ensure any subcontractor or third party involved in AI processing of PHI is bound by the same restrictions and safeguards.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Counseling Services of Southern Minnesota

By: _____

Title: _____

Date: _____

Waterville-Elysian-Morristown School District

By: _____

Title: _____

Date: _____
