



Business Associate Agreement (BAA)

Last Updated: September 20, 2026

This Business Associate Agreement ("BAA") supplements and is made part of the EasyMindCare Terms of Service (the "Agreement") by and between EasyMindCare ("Business Associate") and the healthcare provider or practice utilizing the Service ("Covered Entity").

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations.

1. Definitions

The following terms used in this BAA have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, 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.

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended from time to time.

Unless otherwise defined in this BAA, capitalized terms shall have the same meaning as those terms in the HIPAA Rules.

"Protected Health Information" (PHI) means individually identifiable health information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

"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. "Unsuccessful Security Incident" means a Security Incident, such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, or denial-of-service attacks, that does not result in unauthorized access, use, disclosure, modification, or destruction of information.

2. Obligations of Business Associate

Business Associate agrees to:

a. Use and Disclosure:

Not use or disclose PHI other than as permitted or required by the Agreement, this BAA, or as Required by Law.

b. Safeguards:

Use appropriate administrative, physical, and technical safeguards, and comply with the HIPAA Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

c. Reporting:

Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including breaches of unsecured PHI in accordance with 45 CFR § 164.410 — promptly upon discovery and in no event later than sixty (60) days after discovery — and any Security Incident of which it becomes aware. Notice of Unsuccessful Security Incidents is deemed given upon this report, and no additional notice of such incidents is required.

d. Subcontractors:

Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

e. Access:

Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524. If Business Associate receives a request for access directly from an Individual or an Individual's designee, Business Associate shall notify Covered Entity so the parties can coordinate a response.

f. Amendment:

Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526. If Business Associate receives a request for amendment directly from an Individual or an Individual's designee, Business Associate shall notify Covered Entity so the parties can coordinate a response.

g. Accounting of Disclosures:

Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528. If Business Associate receives a request for an accounting of disclosures directly from an Individual or an Individual's designee, Business Associate shall forward that request to Covered Entity.

h. Minimum Necessary:

Make uses and disclosures of PHI consistent with Covered Entity's minimum necessary policies and procedures, as communicated to Business Associate, and limit its own requests for PHI to that which is reasonably necessary to perform the services set forth in the Agreement.

i. HHS Audits:

Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

a. Service Provision:

Business Associate may use or disclose PHI as necessary to perform the services set forth in the Terms of Service.

b. Management and Administration:

Business Associate may use or disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed.

c. Data Aggregation:

Business Associate may use PHI to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

d. De-identification:

Business Associate may de-identify PHI in accordance with 45 CFR § 164.514(b) as necessary to perform the services set forth in the Terms of Service or for its proper management and administration. Information de-identified in accordance with the HIPAA Rules is no longer PHI.

e. Required by Law:

Business Associate may use or disclose PHI as Required by Law.

4. Obligations of Covered Entity

Covered Entity agrees to:

a. Notifications:

Notify Business Associate of any limitation in its Notice of Privacy Practices under 45 CFR § 164.520, any change in or revocation of permission by an Individual to use or disclose PHI, and any restriction on the use or disclosure of PHI agreed to under 45 CFR § 164.522, to the extent such changes may affect Business Associate's use or disclosure of PHI.

b. Permissible Requests:

Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

5. Term and Termination

a. Term:

This BAA shall become effective on the date Covered Entity accepts the Terms of Service and begins utilizing the platform. It shall terminate when all PHI is destroyed or returned to the Covered Entity, or on the date Covered Entity's account terminates.

b. Termination for Cause:

Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity may terminate this BAA and the underlying Service Agreement upon thirty (30) days written notice, provided Business Associate fails to cure the breach within that time frame.

c. Effect of Termination:

Upon termination of this BAA for any reason, Business Associate shall, before any destruction, give Covered Entity the opportunity to export the data in its account using the no-fee export described in the Service. Business Associate shall return or destroy all PHI received from or created on behalf of Covered Entity in accordance with its data deletion schedule. Business Associate may retain PHI as necessary for its proper management and administration or to carry out its legal responsibilities, in which case it shall extend the protections of this BAA to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction unfeasible, for as long as it retains such PHI.

d. Survival:

The obligations of this Section 5 survive the termination of this BAA.

6. Miscellaneous

a. Regulatory References:

A reference in this BAA 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 BAA 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 BAA shall be interpreted to permit compliance with the HIPAA Rules.

d. Notices:

Notices to Business Associate shall be sent to support@easymindcare.com. Notices to Covered Entity shall be sent to the email address associated with Covered Entity's account.

e. Independent Contractor:

Business Associate is an independent contractor and not an agent or employee of Covered Entity.

f. No Third-Party Beneficiaries:

Nothing express or implied in this BAA is intended to confer any rights, remedies, obligations, or liabilities on any person other than the Parties and their respective successors or assigns.

g. Entire Agreement; Severability:

This BAA, together with the Terms of Service, constitutes the entire agreement between the Parties regarding its subject matter and supersedes prior discussions relating to that subject matter. If any

provision is found invalid, the remaining provisions remain in full force and effect.

7. Reference

This BAA references provisions of the U.S. Code of Federal Regulations, including 45 CFR 160.103 (definitions), 45 CFR Part 164 Subparts C and E, 45 CFR § 164.410 (breach notification), 45 CFR § 164.504(e) (business associate contracts), 45 CFR § 164.514 (de-identification), 45 CFR § 164.524 (access), 45 CFR § 164.526 (amendment), and 45 CFR § 164.528 (accounting of disclosures). Citations are to those provisions as in effect or as amended.

This document mirrors the Business Associate Agreement published at <https://easymindcare.com/baa> (Last Updated: September 20, 2026). If that page shows a later date, the version there governs.