



## BUSINESS ASSOCIATE AGREEMENT

Vendor & Partner Onboarding — Digital Mental Health Services

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### Recitals

This Business Associate Agreement (“Agreement”) is entered into as of the Effective Date set forth in the signature block below, by and between:

**Reserv** a corporation organized under the laws of the State of Indiana, with its principal place of business at 2520 California Street St. Suite B (“Covered Entity”); and

**[Business Associate Name]**, a [entity type] organized under the laws of the State of [State], with its principal place of business at [Business Associate Address] (“Business Associate”).

**WHEREAS**, the Covered Entity is a “covered entity” as defined under HIPAA, as amended by the HITECH Act, and the regulations promulgated thereunder (collectively, “HIPAA Rules”);

**WHEREAS**, the Business Associate performs certain functions or activities on behalf of, or provides certain services to, the Covered Entity that involve the creation, receipt, maintenance, transmission, use, or disclosure of Protected Health Information (PHI);

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section 1. Definitions

**1.1 “Breach”** means the acquisition, access, use, or disclosure of PHI in a manner not permitted by the HIPAA Rules that compromises the security or privacy of the PHI, as defined at 45 C.F.R. § 164.402.

**1.2 “Business Associate”** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**1.3 “Covered Entity”** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**1.4 “Data Aggregation”** means the combining of PHI created or received by Business Associate in its capacity as business associate of Covered Entity with PHI received in its capacity as a business associate of another covered entity, to permit data analyses relating to the health care operations of the respective covered entities.

**1.5 “ePHI”** means PHI that is transmitted by or maintained in electronic media, as defined at 45 C.F.R. § 160.103.

**1.6 “HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its implementing regulations.

**1.7 “Individual”** means the person who is the subject of PHI and, where required by context, shall include the individual’s personal representative.

**1.8 “PHI”** shall have the meaning given to such term under 45 C.F.R. § 160.103, limited to the PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

**1.9 “Required by Law”** means a mandate contained in law that compels a use or disclosure of PHI and that is enforceable in a court of law, as defined at 45 C.F.R. § 164.103.

**1.10 “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, as defined at 45 C.F.R. § 164.304.

**1.11 “Subcontractor”** means a person to whom Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of Business Associate.

**1.12 “Underlying Agreement”** means any service agreement, statement of work, or vendor contract between the parties pursuant to which Business Associate provides services to Covered Entity that necessitate access to PHI.

## **Section 2. Obligations and Activities of Business Associate**

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### **2.1 Permitted Uses and Disclosures**

Business Associate may only use or disclose PHI:

- As necessary to perform the services described in the Underlying Agreement;
- As required by law;
- As permitted or required by this Agreement;
- As otherwise permitted in writing by Covered Entity.

### **2.2 Prohibited Uses and Disclosures**

Business Associate shall not:

- Use or disclose PHI in a manner that would violate the HIPAA Rules if done by Covered Entity;
- Sell PHI or use PHI for marketing purposes without specific authorization;
- Use or disclose PHI for Business Associate’s own benefit or the benefit of any third party, except as permitted herein.

### **2.3 Safeguards**

Business Associate shall implement and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, in accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

## 2.4 Reporting Obligations

Business Associate shall:

- **Breach Notification:** Report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and in no case later than **sixty (60) calendar days** after discovery, in accordance with 45 C.F.R. § 164.410;
- **Security Incidents:** Report to Covered Entity any Security Incident of which Business Associate becomes aware without unreasonable delay;
- **Unauthorized Disclosures:** Report any use or disclosure of PHI not permitted by this Agreement to Covered Entity's Privacy Officer at [reserv@therafi.org](mailto:reserv@therafi.org) without unreasonable delay.

## 2.5 Subcontractors

Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate under this Agreement, in compliance with 45 C.F.R. § 164.308(b)(2) and § 164.502(e)(1)(ii).

## 2.6 Access to PHI

Business Associate shall make PHI available to Covered Entity and, as directed, to Individuals in accordance with 45 C.F.R. § 164.524, within thirty (30) days of a written request.

## 2.7 Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R. § 164.526, within thirty (30) days of a written request.

## 2.8 Accounting of Disclosures

Business Associate shall maintain and make available the information required by Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

## 2.9 Access for Audit

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the HIPAA Rules.

## 2.10 Minimum Necessary

Business Associate shall use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose, in compliance with 45 C.F.R. § 164.502(b) and § 164.514(d).

## 2.11 De-Identification

Business Associate may use PHI to create de-identified information in accordance with 45 C.F.R. § 164.514(a)–(c), and such de-identified information is not subject to the restrictions of this Agreement.

# Section 3. Permitted Uses by Business Associate

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## 3.1 Management and Administration

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

### **3.2 Data Aggregation**

Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

## **Section 4. Obligations of Covered Entity**

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### **4.1 Notice of Privacy Practices**

Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent such limitation may affect Business Associate's use or disclosure of PHI.

### **4.2 Individual Permissions**

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect Business Associate's permitted or required uses or disclosures.

### **4.3 Restrictions**

Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

### **4.4 Permissible Requests**

Covered Entity shall 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.

## **Section 5. Term and Termination**

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### **5.1 Term**

This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated as set forth in this Section or until the Underlying Agreement expires or is terminated, whichever occurs first.

### **5.2 Termination for Cause**

Either party may terminate this Agreement immediately upon written notice if the other party has materially breached this Agreement and does not cure the breach within thirty (30) days of written notice, or a cure is not possible.

### **5.3 Obligations upon Termination**

Upon termination, Business Associate shall:

- Return or destroy all PHI received from or created on behalf of Covered Entity that Business Associate still maintains in any form;
- Retain no copies of such PHI;

- Where return or destruction is infeasible, continue to protect the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

#### **5.4 Survival**

The obligations of Business Associate under Section 5.3 shall survive termination of this Agreement.

### **Section 6. Indemnification**

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#### **6.1 By Business Associate**

Business Associate agrees to indemnify, defend, and hold harmless Covered Entity and its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any material breach of this Agreement by Business Associate; (b) any negligence or willful misconduct of Business Associate or its Subcontractors; or (c) any failure of Business Associate to comply with applicable HIPAA Rules.

#### **6.2 By Covered Entity**

Covered Entity agrees to indemnify, defend, and hold harmless Business Associate from and against any and all claims arising out of Covered Entity's breach of its obligations under this Agreement or its failure to comply with applicable HIPAA Rules.

### **Section 7. General Provisions**

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#### **7.1 Amendment**

The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for compliance with the HIPAA Rules. No amendment shall be effective unless in writing and signed by both parties.

#### **7.2 Entire Agreement**

This Agreement, together with the Underlying Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and discussions.

#### **7.3 Interpretation**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

#### **7.4 No Third-Party Beneficiaries**

Nothing in this Agreement shall be construed to create any rights or benefits in any third parties.

#### **7.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

#### **7.6 Notices**

All notices under this Agreement shall be in writing and delivered by email with written confirmation, overnight courier, or certified mail, return receipt requested, to the addresses set forth in the

signature block below.

### **7.7 Severability**

If any provision of this Agreement is held to be unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

### **7.8 Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding to the same extent as original signatures under the E-SIGN Act (15 U.S.C. § 7001 et seq.).

## **Section 8. Regulatory Compliance References**

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This Agreement is intended to comply with:

- Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191
- HIPAA Privacy Rule, 45 C.F.R. Part 164, Subpart E
- HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C
- HIPAA Breach Notification Rule, 45 C.F.R. Part 164, Subpart D
- HITECH Act, Pub. L. 111-5, §§ 13001–13424
- Omnibus Rule (78 Fed. Reg. 5566, Jan. 25, 2013)

## Section 9. Execution

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date indicated below.

| COVERED ENTITY — Reserv Mental Health, Inc. |                                                        |
|---------------------------------------------|--------------------------------------------------------|
| Entity Name                                 | TheraFi LLP                                            |
| Authorized Signatory                        | _____                                                  |
| Title                                       | _____                                                  |
| Electronic Signature                        | _____                                                  |
| Date Signed                                 | _____                                                  |
| Email                                       | reserv@therafi.org                                     |
| Address                                     | 2520 California St. Suite B<br>Columbus Indiana, 47203 |

| BUSINESS ASSOCIATE   |                |
|----------------------|----------------|
| Entity Name          | _____<br>_____ |
| Authorized Signatory | _____<br>_____ |
| Title                | _____<br>_____ |
| Electronic Signature | _____<br>_____ |
| Effective Date       | _____<br>_____ |
| Email                | _____<br>_____ |
| Address              | _____<br>_____ |

Agreement Version: RV-BAA-2026.1 • Effective: September 1, 2026 • Next Review: September 1, 2027