

Simply Mindfull Moments

BUSINESS ASSOCIATE AGREEMENT

Pause. Breathe. Heal. Grow.

Prepared for the Simply Mindfull Moments wellness platform

Draft for legal review

Effective Date: _____

Questions and privacy/security notices: hello@simplymindfullmoments.org

Important legal note: This is a business-ready template, not legal advice. HHS states that its model BAA language is sample language and does not replace legal review or consideration of state-law requirements.

BUSINESS ASSOCIATE AGREEMENT

This agreement is designed for a Simply Mindfull Moments relationship in which a party qualifies as a HIPAA Covered Entity or Business Associate and the other party creates, receives, maintains, or transmits PHI on its behalf.

1. Purpose

This Business Associate Agreement (“BAA”) establishes requirements for the protection, use, disclosure, security, and handling of Protected Health Information (“PHI”) in connection with services provided for Simply Mindfull Moments. It supplements any underlying services agreement between the Parties. If there is a conflict concerning PHI, this BAA controls to the extent required by applicable law.

2. Definitions

Terms including Business Associate, Covered Entity, Breach, PHI, electronic PHI, Security Incident, Subcontractor, Use, Disclosure, and Minimum Necessary have the meanings assigned under HIPAA and its implementing regulations. “HIPAA Rules” means the applicable Privacy, Security, Breach Notification, and Enforcement Rules under 45 C.F.R. Parts 160 and 164, as amended.

3. Permitted Uses and Disclosures

Business Associate may use or disclose PHI only as necessary to perform the services described in the underlying agreement, as permitted by this BAA, or as required by law. Business Associate shall use or disclose only the minimum necessary PHI where applicable and shall not sell PHI or use it for unrelated advertising, profiling, or commercial purposes unless specifically permitted by law and appropriately authorized.

4. Safeguards

Business Associate shall implement appropriate administrative, physical, and technical safeguards to protect PHI from unauthorized access, use, disclosure, alteration, or destruction. For electronic PHI, Business Associate shall comply with applicable HIPAA Security Rule requirements. Safeguards should include access controls, authentication, encryption where appropriate, secure transmission, monitoring, backup and recovery, workforce training, device protections, secure disposal, and incident-response procedures.

5. Access, Amendment, and Accounting

Business Associate shall make PHI available to the Covered Entity as necessary for the Covered Entity to satisfy HIPAA obligations concerning individual access and amendment rights. Business Associate shall maintain information reasonably necessary for an accounting of disclosures when required and shall cooperate with the Covered Entity in responding to authorized requests.

6. Breach and Security Incident Reporting

Business Associate shall notify the Covered Entity of any impermissible use or disclosure, Breach of unsecured PHI, Security Incident involving PHI, or other material event threatening confidentiality, integrity, or availability. Notice shall be provided without unreasonable delay and within the timeframe required by applicable law. Where reasonably available, notice will describe the incident, dates, PHI involved, affected individuals, investigation, mitigation, and corrective actions.

7. Subcontractors

Business Associate shall require any subcontractor or agent that creates, receives, maintains, or transmits PHI on its behalf to agree in writing to substantially the same privacy and security restrictions applicable to Business Associate. Business Associate remains responsible for its contractual obligations concerning PHI.

8. Confidentiality and Minimum Necessary

Business Associate shall ensure that workforce members with access to PHI understand their confidentiality obligations. Access shall be limited to authorized personnel who need the information for assigned responsibilities. Business Associate shall request, access, use, and disclose only the amount of PHI reasonably necessary for the applicable purpose.

9. Compliance and Records

The Parties shall comply with applicable federal and state privacy, security, confidentiality, and data-protection laws. Business Associate shall make relevant internal practices, policies, procedures, books, and records available to the U.S. Department of Health and Human Services as required by law.

10. Return or Destruction of PHI

Upon termination of the underlying agreement, Business Associate shall, where feasible, return or securely destroy PHI received from or created on behalf of the Covered Entity. If return or destruction is infeasible, Business Associate shall notify the Covered Entity, continue protecting the PHI, limit further use or disclosure, and destroy the information when retention is no longer required.

11. Term and Termination

This BAA remains effective while Business Associate creates, receives, maintains, or transmits PHI on behalf of the Covered Entity. The Covered Entity may terminate for a material violation when permitted by law and applicable cure provisions. Obligations concerning retained PHI survive termination.

12. Governing Law and Notices

This BAA shall be governed by the laws of the State of _____, except to the extent federal law controls. Privacy and security notices for Simply Mindfull Moments may be sent to hello@simplymindfullmoments.org. Each signing party shall also complete its designated notice contact below.

PARTY INFORMATION & SIGNATURES

COVERED ENTITY	BUSINESS ASSOCIATE
Legal Name: _____	Legal Name: _____
Address: _____	Address: _____
City/State/ZIP: _____	City/State/ZIP: _____
Contact: _____	Contact: _____
Privacy/Security Contact: _____	Privacy/Security Contact: _____
Email/Phone: _____	Email/Phone: _____

Covered Entity Authorized Representative

Name: _____
Title: _____
Signature: _____
Date: _____

Business Associate Authorized Representative

Name: _____
Title: _____
Signature: _____
Date: _____

EXHIBIT A — SERVICES & PHI

A. Services

Describe the services provided by the Business Associate to Simply Mindfull Moments:

B. Purpose of Access to PHI

C. Categories of PHI

Names/identifiers; contact information; demographic information; health or mental-wellness information; user-submitted journaling or wellness information; service/appointment information; authorized communications; other:

D. Categories of Individuals

Users/clients; program participants; individuals receiving services; other: _____

E. Approved Systems/Platforms

REFERENCE & REVIEW

This template is informed by the U.S. Department of Health and Human Services (HHS) model business associate agreement provisions. HHS identifies required contract elements including permitted uses and disclosures, safeguards, breach reporting, support for individual rights, subcontractor obligations, return or destruction of PHI, and termination for material violations.

Recommended before launch: have counsel review this BAA together with the Simply Mindfull Moments Privacy Policy, Terms of Service, consent language, data-retention policy, security controls, incident-response plan, and vendor agreements.

Contact: hello@simplymindfullmoments.org