RECOVERY NETWORK
when anyone, anywhere, reaches out for help

Business Associate Agreement

Covered Entity & Recovery Network Inc.

72hr	AES-256	42 CFR	WA Law
Breach Notification	Encryption Standard	Part 2 Compliant	Governing State

1. PURPOSE AND DEFINITIONS

This Business Associate Agreement ("BAA") is entered into by and between Recovery Network Inc. ("Business Associate") and the healthcare facility executing this Agreement ("Covered Entity"), pursuant to HIPAA, HITECH, and their implementing regulations at 45 CFR Parts 160 and 164.

"PHI" means Protected Health Information as defined at 45 CFR § 160.103 that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

"ePHI" means PHI maintained in or transmitted by electronic media.

"Breach" means acquisition, access, use, or disclosure of PHI not permitted under 45 CFR Part 164, Subpart E, which compromises the security or privacy of the PHI.

"Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information in a system containing ePHI.

2. PERMITTED USES AND DISCLOSURES

Business Associate may use or disclose PHI only to: (a) perform services under the Master Service Agreement between the parties; (b) support proper management and administration where required by law or reasonable assurances are obtained; (c) provide data aggregation services per 45 CFR § 164.504(e)(2)(i)(B); or (d) comply with requirements of law. Business Associate shall not use or disclose PHI in any manner that would violate HIPAA if done by Covered Entity.

PHI Boundary. Recovery Network processes identifiable PHI solely within each Covered Entity's environment for clinical and operational purposes. Recovery Network does not use identifiable PHI across clients for model training or system optimization.

De-Identified Data. Recovery Network may use de-identified data, in accordance with 45 CFR § 164.514, to improve system performance, AI-assisted analysis of patient communications, risk scoring and alert

generation, and safety monitoring. Such data is aggregated, non-identifiable, and cannot reasonably be used to re-identify any individual.

3. SAFEGUARDS

Business Associate agrees to implement and maintain:

- Administrative safeguards: workforce training, access management policies, and security management processes per 45 CFR § 164.308.
- Physical safeguards: facility access controls, workstation security, device and media controls per 45 CFR § 164.310.
- Technical safeguards: AES-256 encryption at rest and in transit, access controls, audit logging, and integrity controls per 45 CFR § 164.312.
- Annual security risk assessments with remediation of identified vulnerabilities within 90 days.
- Role-based access controls limiting PHI access to workforce members who require it to perform their job functions.

4. BREACH NOTIFICATION

Business Associate shall notify Covered Entity of any Breach of unsecured PHI within 72 hours of discovery. Notification shall include identification of affected individuals, description of the Breach and its discovery date, types of PHI involved, recommended protective steps, and remediation actions Business Associate is taking to investigate, mitigate, and prevent future occurrences.

5. SUBCONTRACTORS

Business Associate shall ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees to the same restrictions and conditions through a written agreement prior to allowing access to PHI. Business Associate remains responsible for subcontractor compliance.

6. 42 CFR PART 2 — SUBSTANCE USE DISORDER RECORDS

To the extent the Platform processes substance use disorder treatment records, Business Associate agrees to:

- Not disclose patient-identifying information without written patient consent, except as permitted under 42 CFR §§ 2.51–2.67.

- Prohibit re-disclosure of substance use disorder records by any recipient without specific patient authorization or as permitted by law.
- Include the required re-disclosure prohibition notice in all permitted disclosures: “This information has been disclosed from records protected by federal confidentiality rules (42 CFR Part 2). Federal rules prohibit further disclosure without written patient consent or as otherwise permitted by 42 CFR Part 2.”
- Maintain a record of all disclosures made pursuant to patient consent for not less than seven years.

7. ACCESS, AMENDMENT, AND ACCOUNTING

Business Associate shall make PHI available to Covered Entity for access and amendment obligations under 45 CFR §§ 164.524 and 164.526 within 30 days of request. Business Associate shall make its internal practices and records available to the Secretary of HHS for compliance determinations, and shall document and make available information required for Covered Entity to provide an accounting of disclosures per 45 CFR § 164.528.

8. VOICE AND AUDIO PROCESSING

Business Associate may process voice and audio inputs voluntarily provided by patients for the purpose of clinical voice journaling, linguistic risk assessment, and behavioral health monitoring. Such processing constitutes a permitted use of PHI under this Agreement. All audio-to-text transcription is performed in real time. No raw audio files, voice recordings, or unprocessed audio streams are retained beyond the active patient session. Covered Entity is responsible for obtaining valid patient authorization and informed consent prior to enabling voice features, including compliance with applicable state electronic surveillance statutes.

9. PASSIVE MOVEMENT ANALYSIS

The Platform may utilize the camera of the patient’s existing mobile or tablet device for passive movement analysis. All video processing occurs exclusively on the patient’s local device. No video frames, still images, or raw recordings are transmitted to or stored by Business Associate. The sole output transmitted is a structured numerical Mobility Entropy Score. No additional hardware installation is required. Covered Entity is responsible for obtaining valid patient authorization prior to enabling this feature, including compliance with applicable state biometric privacy laws.

10. TERM AND TERMINATION

This BAA shall remain in effect for the duration of the underlying MSA. Either party may terminate upon 30 days written notice if the other party materially breaches this BAA and fails to cure. Upon termination, Business Associate shall return or destroy all PHI within 30 days. If return or destruction is infeasible, the protections of this BAA continue to apply.

11. GOVERNING LAW

This BAA shall be governed by the laws of the State of Washington, without regard to conflict of law principles. This BAA is incorporated by reference into the MSA. In the event of conflict between this BAA and the MSA with respect to PHI, the terms of this BAA shall govern.

SIGNATURES

By signing below, each party represents that it has the authority to enter into this Agreement and agrees to be bound by its terms.

COVERED ENTITY (CUSTOMER)	RECOVERY NETWORK INC.
Authorized Signature	*Authorized Signature*
Print Name & Title	*Jim Zimmerman, Founder & CEO*
Organization	*Recovery Network Inc.*
Date	*Date*

Predict the risk — prevent the crisis — prove the ROI