

Business Associate Agreement

Version 1.0 · Effective as of the date of the Covered Entity's electronic acceptance under Section 12.

This Business Associate Agreement ("**Agreement**") is entered into by and between:

- **Simple Optimum Solutions ("Business Associate" or "Simple OpS")**, a California limited liability company operating the "Spartan Program" AI voice scheduling service, with its principal place of business at 385 14th Street, Suite 3206, Oakland, CA 94612; and
- The **healthcare practice that accepts this Agreement through Business Associate's onboarding process ("Covered Entity")**, as identified by the practice name, authorized signatory, title, email, and other details captured in the onboarding record at the time of acceptance.

Business Associate and Covered Entity are each a "**Party**" and together the "**Parties**." This Agreement is effective as of the date of Covered Entity's electronic acceptance under Section 12 (the "**Effective Date**").

Recitals

WHEREAS, Covered Entity is a "covered entity" as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (collectively, "**HIPAA**");

WHEREAS, Business Associate provides the Spartan Program, an artificial-intelligence voice scheduling agent that answers inbound patient telephone calls; books, cancels, and reschedules consultations; and writes appointment data back to Covered Entity's electronic medical record system (the "**Services**"), which Covered Entity subscribes to online by completing Business Associate's onboarding process and paying the applicable subscription fee, subject to Business Associate's published Terms of Service (such Terms of Service, together with Covered Entity's onboarding record and subscription, the "**Underlying Agreement**");

WHEREAS, in performing the Services, Business Associate creates, receives, maintains, or transmits Protected Health Information on behalf of Covered Entity and is therefore a "business associate" as defined under HIPAA; and

WHEREAS, the telephony and voice-processing platform through which patient calls are received (VAPI, together with the speech-to-text, language-model, and text-to-speech services configured within it) is established, **owned, and controlled by Covered Entity on Covered Entity's own account**, and Business Associate accesses it solely with API credentials Covered Entity supplies; and

WHEREAS, the Parties intend to comply with the applicable requirements of the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule, and the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**");

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the Parties agree as follows.

1. Definitions

1.1 Capitalized terms. Terms used but not otherwise defined in this Agreement have the meanings given to them in HIPAA, including 45 C.F.R. Parts 160 and 164, and the HITECH Act. In the event of any inconsistency between this Agreement and those authorities, the statutory and regulatory definitions control.

1.2 Specific definitions. For convenience, the following terms have the meanings set forth below:

- "**Breach**" has the meaning given at 45 C.F.R. § 164.402.
- "**Covered Entity**" has the meaning given at 45 C.F.R. § 160.103.
- "**Designated Record Set**" has the meaning given at 45 C.F.R. § 164.501.

- **"Electronic Protected Health Information" ("ePHI")** has the meaning given at 45 C.F.R. § 160.103, limited to information Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- **"HHS"** means the U.S. Department of Health and Human Services.
- **"Individual"** has the meaning given at 45 C.F.R. § 160.103 and includes a person qualifying as a personal representative under 45 C.F.R. § 164.502(g).
- **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- **"Protected Health Information" ("PHI")** has the meaning given at 45 C.F.R. § 160.103, limited to information Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity under this Agreement.
- **"Required By Law"** has the meaning given at 45 C.F.R. § 164.103.
- **"Security Incident"** has the meaning given at 45 C.F.R. § 164.304.
- **"Security Rule"** means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- **"Subcontractor"** has the meaning given at 45 C.F.R. § 160.103 and, as used here, includes the subprocessors listed in **Exhibit A**.
- **"Unsecured PHI"** has the meaning given at 45 C.F.R. § 164.402.

2. Scope of PHI

The categories of PHI created, received, maintained, or transmitted by Business Associate under this Agreement are limited to what is reasonably necessary to provide the Services and may include: patient name; telephone number; appointment details (date, time, type, status); and health context spoken during a call, such as procedures of interest and medical history mentioned by the caller. Business Associate does not require, and Covered Entity shall not transmit through the Services, financial account numbers, Social Security numbers, or full medical records except as inherent to the call content described above.

3. Permitted Uses and Disclosures by Business Associate

3.1 Performance of the Services. Business Associate may use and disclose PHI only as necessary to perform the Services on behalf of Covered Entity, as permitted or required by this Agreement or the Underlying Agreement, or as Required By Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as permitted under Sections 3.2 and 3.3.

3.2 Management and administration. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities. Business Associate may disclose PHI for such purposes only if (a) the disclosure is Required By Law, or (b) Business Associate obtains reasonable assurances in writing from the recipient that the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and that the recipient will notify Business Associate of any breach of confidentiality.

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

3.4 De-identification. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(a)–(c). Information de-identified in conformance with that standard is not PHI and is not subject to this Agreement.

3.5 Minimum necessary. Business Associate shall, in its use, disclosure of, or request for PHI, limit PHI to the minimum necessary to accomplish the intended purpose, consistent with 45 C.F.R. § 164.502(b) and § 164.514(d).

4. Prohibited Uses and Disclosures

4.1 No sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted under 45 C.F.R. § 164.502(a)(5)(ii) and only with Covered Entity's prior written authorization and a valid Individual authorization where required.

4.2 No marketing. Business Associate shall not use or disclose PHI for marketing or for the sale of PHI as those terms are used in the HITECH Act and 45 C.F.R. § 164.501 and § 164.508.

4.3 No use beyond this Agreement. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

4.4 No use to train unrelated models. Business Associate shall not, and shall contractually prohibit its Subcontractors from, using PHI to train, fine-tune, or improve any general-purpose artificial-intelligence model for purposes unrelated to providing the Services to Covered Entity.

5. Safeguards

5.1 General. Business Associate shall use appropriate administrative, physical, and technical safeguards, and shall comply with the applicable requirements of the Security Rule (45 C.F.R. Part 164, Subpart C) with respect to ePHI, to prevent use or disclosure of PHI other than as provided by this Agreement.

5.2 Administrative safeguards. Business Associate shall maintain a written information-security program that includes a designated security official, workforce security and training, access-management procedures, and periodic risk assessments.

5.3 Physical safeguards. Business Associate shall maintain physical safeguards over facilities and systems (including those of its cloud-infrastructure Subcontractors) that store or process ePHI, consistent with 45 C.F.R. § 164.310.

5.4 Technical safeguards. Business Associate shall implement, at minimum:

- (a) **Access controls** — unique user identification, role-based access, and authentication for systems that access ePHI;
- (b) **Encryption in transit** — encryption of ePHI transmitted over public networks using industry-standard protocols (e.g., TLS 1.2 or higher);
- (c) **Encryption at rest** — encryption of ePHI stored in Business Associate's systems and its storage Subcontractors using industry-standard algorithms (e.g., AES-256);
- (d) **Audit logging** — recording and retention of access and activity logs sufficient to support the reporting and accounting obligations in this Agreement; and
- (e) **Integrity controls** — mechanisms to protect ePHI from improper alteration or destruction.

5.5 Workforce compliance. Business Associate shall ensure that its workforce members with access to PHI are trained on and bound by confidentiality and security obligations no less protective than those in this Agreement.

6. Subcontractors and Flow-Down

6.1 Satisfactory assurances. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.504(e)(2)(ii)(D), Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to restrictions, conditions, and safeguards at least as stringent as those that apply to Business Associate under this Agreement, including the applicable requirements of the Security Rule.

6.2 Subprocessor list. The Subcontractors engaged by Business Associate as of the Effective Date, and their functions, are listed in **Exhibit A** (Subprocessors). Business Associate shall maintain a current list of Subcontractors and shall obtain and maintain a business associate agreement (or, where a vendor is not itself a business associate, an equivalent written confidentiality and security commitment) with each Subcontractor that handles PHI.

6.3 Changes to Subcontractors. Business Associate may add or replace Subcontractors provided that each new Subcontractor is bound by obligations consistent with Section 6.1. Business Associate shall make an updated Subcontractor list available to Covered Entity upon request and shall notify Covered Entity of material changes in the manner described in the Underlying Agreement.

6.4 Liability. Business Associate remains responsible for the performance of its obligations under this Agreement notwithstanding its use of Subcontractors.

6.5 Practice-owned telephony platform. The Parties acknowledge and agree that the telephony and voice-processing platform (VAPI), and the speech-to-text, language-model, and text-to-speech services configured within it, are **established, owned, and controlled by Covered Entity on Covered Entity's own account**. They are therefore **not** Subcontractors of Business Associate and are excluded from this Section 6, as further described in Exhibit A. Covered Entity is solely responsible for its own agreement with, and any Business Associate Agreement required from, that platform, and for the data-retention and call-recording settings applicable to any recordings, transcripts, or other data held there. Business Associate accesses the platform only with API credentials Covered Entity provides, and solely to configure and operate the Services on Covered Entity's behalf.

7. Reporting of Security Incidents and Breaches

7.1 Reporting of impermissible use or disclosure. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, without unreasonable delay and in no event later than **thirty (30) calendar days** after discovery.

7.2 Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, in accordance with 45 C.F.R. § 164.308(a)(6). The Parties acknowledge that unsuccessful attempts (such as pings, port scans, and routinely blocked access attempts) that do not result in unauthorized access to, or use or disclosure of, ePHI need not be reported individually and are deemed reported by this Section; Business Associate shall report such activity only if it results in unauthorized access, use, disclosure, modification, or destruction of ePHI.

7.3 Breach notification. Following discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity without unreasonable delay and in no event later than **thirty (30) calendar days** after discovery, consistent with 45 C.F.R. § 164.410. A Breach is treated as discovered as of the first day it is known, or by exercising reasonable diligence would have been known, to Business Associate.

7.4 Content of notification. To the extent known and available, Business Associate's Breach notification shall include: (a) the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed; (b) a description of what happened, including the date of the Breach and date of discovery; (c) the types of PHI involved; (d) any steps Individuals should take to protect themselves; (e) the mitigation and investigation steps taken by Business Associate; and (f) a contact for further information. Business Associate shall supplement the notification with additional information as it becomes available.

7.5 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI in violation of this Agreement, consistent with 45 C.F.R. § 164.530(f).

7.6 Cooperation. Business Associate shall reasonably cooperate with Covered Entity in Covered Entity's investigation of, and response to, any Breach, including in Covered Entity's determination of its notification obligations to Individuals, HHS, and the media under 45 C.F.R. §§ 164.404–164.408.

8. Individual Rights — Access, Amendment, and Accounting

8.1 Access (§ 164.524). To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall, within ten (10) business days of a request from Covered Entity, make such PHI available to Covered Entity (or, as directed by Covered Entity, to the Individual) as necessary to enable Covered Entity to meet its access obligations under 45 C.F.R. § 164.524.

8.2 Amendment (§ 164.526). Business Associate shall, within fifteen (15) business days of a request from Covered Entity, make any amendment to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526.

8.3 Accounting of disclosures (§ 164.528). Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures under 45 C.F.R. § 164.528, and shall provide such information to Covered Entity, or directly to the Individual as directed, within thirty (30) days of a request.

8.4 Restrictions and confidential communications. Business Associate shall comply with any restriction on the use or disclosure of PHI, and any request for confidential communications, that Covered Entity has agreed to under 45 C.F.R. § 164.522, to the extent Covered Entity notifies Business Associate of such restriction or request.

8.5 Covered Entity obligations passed through. To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of that obligation.

8.6 Availability of records to HHS. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to HHS for purposes of determining Covered Entity's compliance with HIPAA, subject to applicable protections for confidential and proprietary information.

8.7 Requests directed to Business Associate. If Business Associate receives a request for access, amendment, or accounting directly from an Individual, Business Associate shall forward the request to Covered Entity within a reasonable period and shall not respond directly except as directed by Covered Entity or Required By Law.

9. Retention and Return or Destruction of PHI

9.1 Operational retention (12 months). Business Associate retains raw call data — including call transcripts, call recordings, call summaries, and caller telephone numbers — for a maximum of **twelve (12) months** from the date of the underlying call, after which such data is automatically and permanently purged in the ordinary course. This retention period reflects Business Associate's operational data-lifecycle and applies during the term of this Agreement. For the avoidance of doubt, termination of this Agreement triggers Section 9.3 and supersedes this operational lifecycle: PHI is returned or destroyed upon termination rather than being retained for the remainder of any twelve (12) month period.

9.2 De-identified data. Aggregate, de-identified statistics that do not identify any Individual and cannot reasonably be used to identify any Individual — such as call counts and savings metrics — are not PHI and may be retained by Business Associate beyond the periods in this Section, consistent with Section 3.4.

9.3 Return or destruction at termination. Upon termination of this Agreement, Business Associate shall, if feasible, return to Covered Entity or destroy all PHI received from, or created, maintained, or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form, and shall retain no copies of such PHI. Business Associate shall cause its Subcontractors to do the same.

9.4 When return or destruction is not feasible. If return or destruction is not feasible, Business Associate shall notify Covered Entity, extend the protections of this Agreement to such PHI, and limit further uses and disclosures to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. This Section survives termination as provided in Section 11.

9.5 Method of destruction. Destruction shall render the PHI unusable, unreadable, and indecipherable to unauthorized persons in a manner consistent with HHS guidance on the destruction of PHI. Business Associate shall, upon Covered Entity's written request, provide written certification of destruction.

10. Term and Termination

10.1 Term. This Agreement is effective as of the Effective Date and continues until all PHI is returned or destroyed in accordance with Section 9, or until otherwise terminated as provided below.

10.2 Termination for cause. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other Party's obligations under this Agreement, the non-breaching Party shall provide written notice and a reasonable opportunity of not less than thirty (30) days to cure. If the breach is not cured within that period, the non-breaching Party may terminate this Agreement and, where feasible, the Underlying Agreement. If cure is not feasible, the non-breaching Party may terminate immediately.

10.3 Termination and reporting to HHS. If neither termination nor cure is feasible, the non-breaching Party may report the violation to HHS as contemplated by 45 C.F.R. § 164.504(e)(1)(ii).

10.4 Effect of termination. Upon termination, the obligations of Section 9 apply.

11. Miscellaneous

11.1 Regulatory references. A reference in this Agreement to a section of HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

11.2 Amendment to comply with law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act, and any other applicable law. Business Associate may propose amendments, and the Parties shall negotiate in good faith to make this Agreement consistent with then-current legal requirements.

11.3 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with HIPAA and the HITECH Act. In the event of a conflict between this Agreement and the Underlying Agreement regarding the subject matter of PHI, this Agreement controls.

11.4 No third-party beneficiaries. Nothing in this Agreement is intended to, nor shall it, confer any rights, benefits, remedies, obligations, or liabilities upon any person or entity other than the Parties and their respective successors and permitted assigns.

11.5 Survival. The rights and obligations of the Parties under Sections 4, 7.5, 8.6, 9, 10.4, and this Section 11 survive termination of this Agreement to the extent necessary to give them effect.

11.6 Governing law. This Agreement is governed by the laws of the State of **California**, without regard to its conflict-of-laws principles, except to the extent preempted by federal law.

11.7 Notices. All notices under this Agreement shall be in writing and delivered to the contacts designated by each Party in the Underlying Agreement or onboarding record, by a method that provides confirmation of receipt.

11.8 Counterparts and electronic signature. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument. The Parties consent to the use of electronic records and signatures.

11.9 Entire agreement. This Agreement, together with the Underlying Agreement and its exhibits, constitutes the entire agreement between the Parties regarding its subject matter and supersedes prior understandings on that subject.

11.10 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable while preserving its intent.

12. Acceptance and Execution

12.1 Electronic acceptance. This Agreement is presented to Covered Entity during Business Associate's online onboarding process and is accepted electronically. Covered Entity's authorized representative accepts by

affirmatively indicating assent and submitting the onboarding form. **No Services are provisioned, and Business Associate creates, receives, maintains, or transmits no PHI on Covered Entity's behalf, until acceptance is recorded.**

12.2 Electronic signature and intent. The Parties intend Covered Entity's electronic acceptance to constitute an electronic signature, and this Agreement to constitute a writing, under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*) and the Uniform Electronic Transactions Act as enacted in the applicable state. Each Party consents to conduct this transaction by electronic means and agrees that this Agreement shall not be denied legal effect, validity, or enforceability solely because it is in electronic form or was accepted by electronic means.

12.3 Authority. The individual accepting on behalf of Covered Entity represents that they are duly authorized to bind Covered Entity to this Agreement.

12.4 Acceptance record. Business Associate records and retains, as evidence of acceptance: the name and title of the accepting individual; their email address; the date and time of acceptance as stamped by Business Associate's server; the IP address and user agent observed at acceptance; and the version identifier and SHA-256 hash of the exact document text accepted. Business Associate retains this record for six (6) years from the later of the date of acceptance or the date this Agreement last is in effect, consistent with 45 C.F.R. § 164.316(b)(2)(i), and shall provide a copy to Covered Entity upon request.

12.5 Execution by Business Associate. Business Associate manifests its assent by making this Agreement available for acceptance through its onboarding process and by provisioning the Services upon acceptance.

ACCEPTED BY COVERED ENTITY

Accepted by:	Name captured at acceptance
Title:	Title captured at acceptance
Email:	Email captured at acceptance
Date and time (UTC):	Stamped by Business Associate's server
IP address:	Observed by Business Associate's server
Document version:	Version identifier of the accepted text
Document SHA-256:	Hash of the accepted text

BUSINESS ASSOCIATE — Simple Optimum Solutions ("Simple OpS")

By:	Session Mwamufiya
Title:	Founder & CEO

Exhibit A — List of Subprocessors

Business Associate engages the following Subcontractors (subprocessors) in providing the Services. Each Subcontractor that handles PHI is bound by written obligations consistent with Section 6 of this Agreement.

#	Subprocessor	Function in the Service	Nature of PHI Handled
1	Google Cloud / Firebase (Firestore)	Data storage	Stored transcripts, summaries, appointment and caller data

#	Subprocessor	Function in the Service	Nature of PHI Handled
2	Vercel	Application hosting for the Covered Entity portal	PHI transiting the hosted application
3	Google Cloud (compute)	Infrastructure hosting Business Associate's self-hosted workflow orchestration (n8n)	PHI transiting orchestration workflows (e.g., EMR write-back)

Not Subcontractors of Business Associate

The following are **not** Subcontractors of Business Associate and are **excluded** from Section 6, because they are contracted for and controlled by Covered Entity on Covered Entity's own accounts:

- **Telephony and voice-processing platform (VAPI), and the speech-to-text, language-model, and text-to-speech services configured within it — the account is owned and controlled by Covered Entity.** Covered Entity **establishes, owns, and controls** this account and provides Business Associate with API credentials solely to configure and operate the Services on Covered Entity's behalf. Covered Entity is responsible for its own agreements with, and any Business Associate Agreement required from, that platform and the services configured within it, and for the data-retention and call-recording settings applicable to recordings and transcripts held there.
- **The EMR system (4DEMR)** to which appointment data is written is Covered Entity's system of record; the relationship between Covered Entity and its EMR vendor is governed separately.

Business Associate's data-cleanup processes may, as a convenience and using credentials supplied by Covered Entity, delete call data from Covered Entity's telephony platform. This does not make that platform a Subcontractor of Business Associate.