

Mia Business Associate Agreement v1.0

This Business Associate Agreement ("BAA") is entered into between the dental practice or other customer identified below ("Covered Entity") and **Dos Tiris LLC**, a New York limited liability company ("Business Associate" or "Dos Tiris").

This BAA supplements the applicable Mia Master Service Agreement ("MSA") and Customer Order Form / Subscription Schedule ("Order Form").

1. Covered Entity Information

Covered Entity Legal Name: _____

Practice / DBA Name, if different: _____

Primary Address: _____

City / State / ZIP: _____

HIPAA Privacy / Security Contact: _____

HIPAA Contact Email: _____

HIPAA Contact Phone: _____

2. Business Associate

Business Associate: Dos Tiris LLC

Business Associate HIPAA Contact: _____

Business Associate HIPAA Contact Email: _____

3. Effective Date

BAA Effective Date: _____

Dos Tiris operating policy requires every Mia dental-office customer to execute the applicable BAA before production activation.

Payment, creation of a subscription, execution of an Order Form, or execution of this BAA alone does not authorize production activation or processing of real patient PHI until all applicable onboarding, technical, security, compliance, and production-readiness prerequisites have been satisfied.

4. Definitions

Capitalized terms not otherwise defined in this BAA will have the meanings assigned to them by the HIPAA Rules, as applicable.

For purposes of this BAA:

- Breach
- Designated Record Set
- Disclosure
- Electronic Protected Health Information or ePHI
- Individual
- Minimum Necessary
- Protected Health Information or PHI
- Required By Law
- Secretary
- Security Incident
- Subcontractor
- Unsecured Protected Health Information
- Use

will have the meanings assigned by the HIPAA Rules.

HIPAA Rules means the applicable Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164, as amended.

For purposes of this BAA, "Covered Entity" refers to the customer identified above, and "Business Associate" refers to Dos Tiris LLC.

The use of those defined labels in this BAA does not, by itself, determine either party's regulatory status under HIPAA. The parties intend the contractual privacy and security obligations stated in this BAA to apply according to their terms.

5. Purpose

Covered Entity uses Mia for administrative and communications functions associated with the dental practice.

Depending on the applicable Order Form and configuration, Dos Tiris may create, receive, maintain, or transmit PHI on behalf of Covered Entity while providing functions such as:

- patient-facing website chat;
- configured patient intake;
- collection of appointment requests;
- collection or presentation of scheduling information;
- appointment-selection workflows for Mia + Calendar;
- configured responses to patient administrative questions;
- office-facing lead and booking workflows;
- customer support, troubleshooting, security, and maintenance; and
- other administrative functions expressly included in the contracted Mia service.

Mia is not a clinical decision-making service, diagnostic service, treatment service, or emergency medical service.

6. Permitted Uses and Disclosures of PHI

6.1 Service Delivery

Business Associate may Use and Disclose PHI only as reasonably necessary to perform the services described in the MSA and applicable Order Form, subject to this BAA and applicable law.

Permitted service-related activities may include:

- receiving PHI submitted through Mia;
- processing patient intake and appointment-request information;
- supporting configured patient communications;
- maintaining customer-specific administrative workflows;
- storing and transmitting information as necessary to provide Mia;
- supporting appointment-selection functionality when included in the selected plan;
- troubleshooting and supporting the service;
- securing, maintaining, backing up, restoring, and operating systems used to provide the service; and
- carrying out other functions expressly authorized by the contracted service.

6.2 Required By Law

Business Associate may Use or Disclose PHI as Required By Law.

6.3 Proper Management and Administration

Business Associate may Use PHI as reasonably necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, to the extent permitted by the HIPAA Rules.

Business Associate may Disclose PHI for those purposes only when:

1. the Disclosure is Required By Law; or
2. Business Associate obtains reasonable assurances from the recipient that:
 - the information will remain confidential;
 - the information will be Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and

- the recipient will notify Business Associate of any instance of which it becomes aware in which the confidentiality of the information has been breached.

6.4 Minimum Necessary

To the extent the HIPAA minimum-necessary requirements apply, Business Associate will limit Uses, Disclosures, and requests for PHI to the minimum reasonably necessary to accomplish the permitted purpose.

Covered Entity will communicate any customer-specific minimum-necessary instructions that materially affect Business Associate's performance of the contracted service.

6.5 No Impermissible Uses

Business Associate will not Use or Disclose PHI in a manner that would violate applicable requirements of the HIPAA Privacy Rule if done by Covered Entity, except to the extent a specific Business Associate Use or Disclosure is expressly permitted by the HIPAA Rules and this BAA.

7. PHI Minimization, De-Identification, and AI Processing

7.1 PHI Minimization

Business Associate may minimize, transform, redact, or remove unnecessary identifiers from information as part of the architecture used to deliver, secure, or support Mia.

This permission is intended to support reduction of unnecessary PHI exposure and does not create a general commercial data-reuse right.

7.2 De-Identification

To the extent Business Associate de-identifies PHI in accordance with applicable HIPAA requirements, it may do so only as reasonably necessary for:

- delivery of the contracted service;
- security;
- troubleshooting;
- reliability;
- compliance; or
- another purpose expressly authorized in writing by Covered Entity and permitted by law.

7.3 No Generalized Training or Secondary Commercial Use

This BAA does not authorize Business Associate to use PHI for:

- generalized AI or foundation-model training;
- unrelated product analytics;
- advertising;
- marketing unrelated to the Covered Entity's service;
- data brokerage;
- sale of PHI; or
- unrelated secondary commercial purposes.

Business Associate will not rely on de-identification as a means to create an unrestricted customer-data commercialization right under this BAA.

7.4 Model Inference and Model Training

Business Associate will not use Covered Entity PHI to train or fine-tune generalized or shared AI models, including foundation models.

This BAA permits processing of PHI by Business Associate and by approved service providers for transient or operational model inference reasonably necessary to perform Mia's contracted functions (for example, generating a configured response to a patient message), subject to this BAA, the Subcontractor obligations in Section 13, and applicable law. Such inference processing is a permitted service-delivery Use under Section 6.1 and is not model training.

Customer-specific troubleshooting or configuration involving PHI is permitted only to the extent permitted by this BAA and reasonably necessary to provide or support the contracted service for Covered Entity.

This BAA does not create a broad product-development, analytics, evaluation, or model-training right.

8. Safeguards and Security Rule Compliance

Business Associate will:

1. use appropriate safeguards to prevent Use or Disclosure of PHI other than as permitted by this BAA;
2. comply with the requirements of Subpart C of 45 CFR Part 164 that apply to Business Associate with respect to ePHI;
3. maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted on behalf of Covered Entity;
4. maintain security policies, procedures, documentation, and risk-management processes as required by applicable HIPAA obligations;
5. maintain controls reasonably appropriate to restrict access to PHI to authorized persons and permitted purposes; and
6. reasonably cooperate with Covered Entity concerning security matters materially affecting Covered Entity PHI.

Nothing in this BAA guarantees that a security incident, outage, or unauthorized event can never occur.

9. Reporting Impermissible Uses and Disclosures

Business Associate will report to Covered Entity any Use or Disclosure of PHI not permitted by this BAA of which Business Associate becomes aware.

Unless a shorter period is required by applicable law, Business Associate will make that report:

- without unreasonable delay; and
- no later than 10 calendar days after discovery.

The report will include information reasonably available to Business Associate concerning the nature and scope of the event and will be supplemented as material additional information becomes available.

10. Security Incident Reporting

Business Associate will report Security Incidents affecting Covered Entity ePHI of which Business Associate becomes aware.

For a successful Security Incident that results in or reasonably may involve unauthorized access, acquisition, Use, Disclosure, alteration, loss, or destruction of Covered Entity ePHI, or material unavailability of Covered Entity ePHI resulting from the Security Incident, Business Associate will provide notice:

- without unreasonable delay; and
- no later than 10 calendar days after discovery.

Routine unsuccessful Security Incidents that do not result in unauthorized access, acquisition, Use, Disclosure, alteration, loss, destruction, or material compromise of ePHI may include events such as:

- blocked network probes;
- unsuccessful port scans;
- unsuccessful login attempts;
- rejected authentication attempts;
- blocked malware;
- blocked automated attacks; or
- other unsuccessful attempts against systems.

The parties acknowledge the ongoing existence of such routine unsuccessful events. By this provision, Business Associate reports the ongoing occurrence of the categories of routine unsuccessful Security Incidents described above, and the parties agree that separate notice of each such unsuccessful event is not required unless a particular event becomes reportable under another provision of this BAA or applicable law.

Business Associate will maintain security monitoring and records as appropriate and will provide additional information concerning such events upon reasonable request or when otherwise required by applicable law.

Nothing in this section constitutes an uptime or service-level commitment; service availability is addressed in the MSA.

11. Breach of Unsecured PHI

11.1 Notification

Following discovery of a Breach of Unsecured PHI occurring at or by Business Associate, including a Breach occurring at or by a Subcontractor acting on Business Associate's behalf, Business Associate will notify Covered Entity:

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- without unreasonable delay; and
 - in no event later than **10 calendar days after discovery**.

The parties intentionally agree to this contractual reporting period even where HIPAA would otherwise permit a longer outside reporting period.

11.2 Discovery

A Breach will be treated as discovered in accordance with applicable HIPAA requirements concerning actual knowledge and reasonable diligence.

11.3 Information Included

To the extent available at the time of notification, Business Associate will provide information reasonably necessary for Covered Entity to evaluate and fulfill applicable breach-notification obligations, including:

- the identity of each individual whose Unsecured PHI was, or is reasonably believed to have been, affected;
- a description of what occurred;
- the date or estimated date of the Breach;
- the date of discovery;
- the types of PHI involved;
- information concerning known or reasonably suspected acquisition, access, Use, or Disclosure;
- mitigation or containment measures taken or planned by Business Associate; and
- other information reasonably available and required for Covered Entity's applicable notification obligations.

Business Associate may supplement the initial notice as additional information becomes available.

11.4 External Notifications

Unless the parties separately agree in writing that Business Associate will perform a specific notification function on Covered Entity's behalf, Covered Entity retains responsibility for determining and making notifications to:

- affected Individuals;
- the Secretary;
- the media; and
- other governmental or regulatory authorities,

to the extent such notifications are required by applicable law.

Business Associate will reasonably cooperate with Covered Entity in fulfilling those obligations.

12. Mitigation

Business Associate will take reasonable steps to mitigate, to the extent practicable, harmful effects known to Business Associate arising from a Use or Disclosure of PHI by Business Associate in violation of this BAA or applicable law.

Nothing in this section requires an action prohibited by law or one that would materially compromise an active investigation or security response.

13. Subcontractors

In accordance with applicable HIPAA requirements, Business Associate will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI, to the extent applicable to the Subcontractor's activities.

Where a Subcontractor creates, receives, maintains, or transmits ePHI on behalf of Business Associate, Business Associate will obtain the contractual assurances required by the HIPAA Security Rule.

This requirement applies according to the Subcontractor's actual relationship with PHI.

Nothing in this BAA represents that every ordinary supplier or vendor used by Dos Tiris is necessarily a HIPAA Subcontractor.

14. Individual Access Requests

14.1 Assistance to Covered Entity

To the extent Business Associate maintains PHI in a Designated Record Set on behalf of Covered Entity, Business Associate will make that PHI available to Covered Entity as reasonably necessary for Covered Entity to satisfy applicable obligations under 45 CFR 164.524.

Unless a shorter period is reasonably necessary because of an applicable legal deadline, Business Associate will provide responsive information to Covered Entity within **10 business days** after receiving a sufficiently specific written request.

14.2 Requests Received Directly From Individuals

A request that an Individual enters through the ordinary patient-facing Mia chat is delivered to, or made available to, Covered Entity through the normal Mia service workflow (for example, the office-facing conversation, lead, or appointment records), together with the other information the Individual provides through Mia. Such a request is not treated as a formal request received directly by Dos Tiris personnel for purposes of the forwarding commitment in this Section 14.2.

If Dos Tiris personnel actually receive, through a designated support, privacy, legal, or other direct human communication channel, a request from an Individual that reasonably appears to seek formal access rights under HIPAA, Business Associate will forward the request to Covered Entity rather than independently adjudicate the request.

Business Associate will use reasonable efforts to forward such a request to Covered Entity within **5 business days**, unless:

- Covered Entity has provided different lawful written instructions; or
- applicable law requires Business Associate to respond differently.

Nothing in this section prevents Mia from carrying out ordinary patient-facing service functions authorized by Covered Entity.

15. Amendment Requests

To the extent Business Associate maintains PHI in a Designated Record Set and Covered Entity directs or agrees to an amendment consistent with 45 CFR 164.526, Business Associate will incorporate or otherwise support the amendment as reasonably necessary for Covered Entity to satisfy its obligations.

Unless a shorter period is reasonably necessary because of an applicable legal deadline, Business Associate will act on a sufficiently specific written instruction from Covered Entity within **10 business days**.

A formal amendment request received directly by Dos Tiris personnel from an Individual through a channel described in Section 14.2 will be forwarded to Covered Entity for determination in the manner described in Section 14.2.

16. Accounting of Disclosures

Business Associate will maintain information concerning Disclosures of PHI to the extent necessary for Covered Entity to satisfy applicable accounting obligations under 45 CFR 164.528.

Upon Covered Entity's sufficiently specific written request, Business Associate will provide reasonably available responsive information within **10 business days**, unless a shorter period is reasonably necessary because of an applicable legal deadline.

If Dos Tiris personnel receive directly from an Individual, through a channel described in Section 14.2, a request for an accounting of disclosures, Business Associate will forward the request to Covered Entity for determination in the manner described in Section 14.2, unless applicable law or Covered Entity's lawful written instructions require a different response.

17. Covered Entity Privacy-Rule Functions

To the extent Business Associate is expressly delegated responsibility to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E applicable to Covered Entity in performing the delegated obligation.

Nothing in this BAA should be interpreted as silently delegating a Privacy Rule responsibility that is not part of the contracted Mia service.

18. HHS Access to Records

Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary in the manner required by the HIPAA Rules for purposes of determining compliance.

Nothing in this section requires Business Associate to waive a legally applicable privilege beyond what applicable law requires.

19. Covered Entity Responsibilities

Covered Entity will:

1. use reasonable efforts to provide Business Associate only PHI reasonably necessary for the contracted services;
2. notify Business Associate of any limitation in Covered Entity's Notice of Privacy Practices that materially affects Business Associate's permitted Use or Disclosure of PHI;
3. notify Business Associate of any change in or revocation of an Individual's permission to Use or Disclose PHI when the change materially affects Business Associate's permitted activities;
4. notify Business Associate of any restriction on Use or Disclosure of PHI that Covered Entity has agreed to or is required to honor when the restriction materially affects Business Associate;
5. provide lawful instructions concerning Customer-specific PHI handling where necessary;
6. maintain reasonably current HIPAA privacy/security contact information; and
7. not request Business Associate to Use or Disclose PHI in a manner that would violate the HIPAA Rules if performed by Covered Entity, except where a Business Associate-specific Use or Disclosure is expressly permitted by the HIPAA Rules and this BAA.

20. No Clinical Delegation

Covered Entity does not delegate clinical judgment, diagnosis, treatment, professional dental decision-making, or emergency medical responsibility to Business Associate.

Business Associate does not accept such responsibility through this BAA.

21. Term

This BAA becomes effective on the BAA Effective Date stated above.

Unless earlier terminated in accordance with this BAA, it remains effective while Business Associate creates, receives, maintains, or transmits PHI on behalf of Covered Entity.

Obligations that by their nature apply to retained PHI survive termination for as long as Business Associate retains the applicable PHI.

22. Termination for Cause

Covered Entity may terminate this BAA and the affected service relationship if Business Associate materially violates this BAA.

For a curable violation, Covered Entity may provide Business Associate up to 30 days to cure or end the violation.

Covered Entity may act immediately when:

- the violation is not reasonably curable;
- continued performance would create material privacy, security, legal, or patient-related risk; or
- applicable law requires more immediate action.

Business Associate may terminate the affected service relationship if Covered Entity materially breaches this BAA or requests or directs an unlawful Use or Disclosure of PHI, and Covered Entity fails to cure the breach or withdraw the unlawful request within 30 days after written notice, where the matter is curable.

Business Associate may suspend or terminate the affected service relationship immediately where continued performance would violate law or would create material privacy, security, or legal risk.

The service consequences of termination or expiration of this BAA without a replacement BAA in effect are stated in the MSA.

23. PHI Upon Termination

23.1 Return or Destruction

Upon termination of this BAA or the applicable service relationship, Business Associate will, if feasible and as directed by Covered Entity:

- return PHI to Covered Entity; or
- destroy PHI that Business Associate still maintains on behalf of Covered Entity.

Business Associate will not retain PHI merely for convenience or unrelated commercial purposes.

Unless the parties agree otherwise in writing, Business Associate will target completion of the return or destruction of active PHI within 30 days after the effective date of termination, subject to Sections 23.2 and 23.3, any applicable legal hold, and retention Required By Law.

Upon Covered Entity's reasonable written request, Business Associate will provide written confirmation of the destruction of PHI that Business Associate has destroyed.

23.2 Limited Retention

Business Associate may retain PHI after termination only to the extent:

- retention is Required By Law;
- retention is reasonably necessary for Business Associate's proper management, administration, or legal responsibilities and is permitted by the HIPAA Rules; or
- return or destruction is not reasonably feasible.

For as long as retained PHI remains:

- the protections of this BAA continue;
- Business Associate will continue applicable Security Rule safeguards for retained ePHI; and
- Business Associate will limit further Uses and Disclosures to the purpose making retention necessary or return/destruction infeasible.

When PHI retained for proper management, administration, legal responsibilities, or another permitted retention purpose is no longer needed for that purpose, Business Associate will return the PHI to Covered Entity or destroy it, if feasible and consistent with applicable law. If return or destruction remains infeasible, the protections and use/disclosure limitations of this BAA will continue for as long as Business Associate retains the PHI.

23.3 Backup Systems

PHI contained in backup, disaster-recovery, or archival systems that is not reasonably feasible to selectively delete immediately may remain until expiration, overwrite, or deletion through Business Associate's documented retention or backup processes.

Such PHI will remain protected under this BAA and will not be restored or actively Used except for legitimate recovery, security, compliance, legal, or other permitted purposes.

23.4 Accessibility of Covered Entity PHI

Business Associate will not withhold or block Covered Entity's reasonable access to PHI maintained by Business Associate on Covered Entity's behalf merely as leverage in a payment dispute.

Suspension or termination of ordinary Mia service does not eliminate PHI access, return, preservation, or protection duties imposed by this BAA or applicable law.

24. Data Export and Transition Cooperation

Upon reasonable request made in connection with termination or transition, Business Associate will reasonably cooperate in making Covered Entity PHI maintained by Business Associate available to Covered Entity in a reasonably usable format, subject to:

- technical feasibility;
- security requirements;
- applicable law;
- the nature of the records maintained by Mia; and
- any reasonable transition procedure established by Business Associate.

This section does not require Business Associate to disclose its source code, proprietary system architecture, credentials, trade secrets, or another customer's information.

25. No PHI Sale, Advertising, or Generalized Model Training

Except as expressly permitted by this BAA or Required By Law, Business Associate will not:

- sell Covered Entity PHI;
- use Covered Entity PHI for unrelated advertising;

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- use Covered Entity PHI for data brokerage;
 - use Covered Entity PHI for generalized model or foundation-model training; or
 - use Covered Entity PHI for unrelated secondary commercial purposes.

Nothing in this section prevents the limited Uses expressly authorized in Sections 6 and 7.

26. No Data Aggregation Right Unless Separately Authorized

This BAA does not independently grant Business Associate a general right to provide Data Aggregation services using Covered Entity PHI.

Any future Data Aggregation service involving Covered Entity PHI must be expressly authorized through a written agreement or amendment and must comply with applicable HIPAA requirements.

27. Legal Process and Required Disclosures

If Business Associate receives a subpoena, court order, governmental demand, or other legal request seeking Covered Entity PHI, Business Associate may respond as Required By Law.

Where legally permitted and reasonably practicable, Business Associate will notify Covered Entity before producing PHI so that Covered Entity may seek appropriate protection.

Business Associate will limit any Disclosure to what applicable law requires or permits.

28. Regulatory Cooperation

The parties will reasonably cooperate concerning HIPAA compliance inquiries, investigations, or regulatory matters relating to the PHI and services within the scope of this BAA.

Each party remains responsible for its own legal obligations.

Nothing in this BAA requires either party to waive a legally applicable privilege except as required by law.

29. Relationship to MSA Liability Terms

Except where:

- this BAA expressly provides otherwise; or
- applicable law does not permit contractual limitation,

the limitation-of-liability and damages provisions of the MSA apply to contractual claims arising under this BAA.

Nothing in the MSA or this BAA purports to limit enforcement authority, penalties, remedies, or obligations that governmental or regulatory authorities may impose and that the parties cannot lawfully limit by private agreement.

The indemnification provisions of the MSA remain governed by the MSA unless the parties expressly agree otherwise in writing.

30. No Government Certification Representation

Execution of this BAA is a contractual safeguard and does not constitute or imply issuance of a government "HIPAA certification" or similar governmental approval.

Each party remains responsible for satisfying the legal obligations applicable to its role and activities.

31. Amendment

The parties will cooperate in making amendments reasonably necessary to maintain consistency with applicable HIPAA requirements.

Material changes to PHI rights, permitted Uses or Disclosures, reporting obligations, or risk allocation must be documented in writing.

32. Order of Precedence

In the event of a conflict:

1. this BAA controls with respect to PHI, HIPAA, privacy, and security matters within its scope;

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2. the applicable Order Form controls for customer-specific commercial terms within its scope; and
 3. the MSA controls for the remaining service relationship.

This BAA should not be interpreted to override an Order Form or MSA provision unrelated to matters within the scope of this BAA.

33. Notices

Notices required under Sections 9, 10, and 11 of this BAA will be delivered to Covered Entity's HIPAA contact identified in this BAA or to a replacement HIPAA contact designated in writing.

Covered Entity is responsible for keeping that contact information reasonably current.

Covered Entity will send HIPAA-specific notices to the Business Associate HIPAA contact identified in this BAA or to an updated contact designated by Dos Tiris in writing.

Emergency security communications may also use other reasonably appropriate channels when necessary to support prompt containment or response.

34. Electronic Signatures and Counterparts

This BAA may be executed electronically and in counterparts to the extent permitted by applicable law.

Electronic signatures may be treated as originals.

Each counterpart will be deemed part of the same agreement.

35. Entire HIPAA Agreement

This BAA, together with provisions of the MSA and Order Form expressly incorporated into or applicable to it, constitutes the parties' agreement concerning Business Associate's handling of Covered Entity PHI within the contracted Mia service.

This BAA supersedes inconsistent prior discussions concerning the same PHI-handling subject matter within its scope.

36. Signatures

The parties agree to the terms of this Business Associate Agreement.

Covered Entity

Covered Entity Legal Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Dos Tiris LLC / Business Associate

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____