

Security & Compliance Overview

HIPAA Compliance

Intelligent Answering is fully HIPAA compliant. A signed Business Associate Agreement (BAA) is included as part of the standard agreement; you do not need to request it separately.

- **Encryption:** All protected health information (PHI) is encrypted both at rest and in transit using industry-standard protocols.
- **Infrastructure:** The service runs on AWS cloud infrastructure. Data retention periods are set by your agreement and confirmed during contracting.
- **Incident response:** PerfectServe maintains a documented incident response program aligned with HIPAA Breach Notification requirements. In the event of a breach involving PHI, affected customers are notified in accordance with statutory timelines.

How Your Data Is Used

Your patients' data is never used to train AI models that benefit another organization. The AI model runs on shared infrastructure, but the training corpus does not include your patients' conversations or identifiers, and each practice's data remains logically isolated.

AI Architecture & Vendor Oversight

Intelligent Answering uses a multi-provider AI architecture for redundancy. All AI sub-processors are contractually bound to the same HIPAA and data protection requirements as PerfectServe and are subject to PerfectServe's vendor security review process. Documentation on the AI vendor management program is available upon request.

Emergency & 911 Handling

Intelligent Answering includes a dedicated emergency detection layer. Every call opens with a disclaimer that the system cannot handle 911 calls. When emergency language or intent is detected, the caller is immediately instructed to hang up and seek immediate medical attention rather than having the system attempt to manage the situation. As part of rollout, your practice reviews and approves the 911 content addendum.

Fallback & Redundancy

- **IVR fallback:** If the AI cannot process a call, the system falls back to standard IVR so the call can still be handled.
- **Multi-provider redundancy:** No single AI provider dependency. If one provider has an outage, the system continues operating on another.
- **Caller choice:** Patients who prefer not to interact with the AI are never forced to. The call can be routed to standard IVR at any point.

Business Associate Agreement: What's Included

This section summarizes the standard terms PerfectServe's Business Associate Agreement covers. It is not the executable legal agreement itself. The fully executed BAA is provided as part of contracting and reviewed by your legal counsel and PerfectServe's legal team before signature.

- Definitions of Covered Entity, Business Associate, and Protected Health Information consistent with HIPAA's Privacy, Security, and Breach Notification Rules
- Permitted uses and disclosures of PHI, limited to performing the services under the underlying agreement
- Required safeguards: administrative, physical, and technical controls to prevent unauthorized use or disclosure of PHI
- Subcontractor flow-down: any subcontractor or AI sub-processor with access to PHI is bound by the same restrictions
- Breach notification timelines and process, consistent with HIPAA Breach Notification Rule requirements
- Term and termination provisions, including return or destruction of PHI at the end of the relationship
- Audit and access rights supporting your compliance program's own review requirements

NOTE: For the fully executed BAA text or a security questionnaire response, connect your account team with PerfectServe's security and legal teams directly.