

doximity

ENTERPRISE SERVICES ORDER FORM

This Enterprise Services Order Form ("Order Form") is entered into by and between Doximity, Inc., located at 500 3rd Street, Suite 510, San Francisco, CA 94107, ("Doximity") and the client identified below ("Client") as of the date of its execution by the parties ("Effective Date"), and is subject to the Enterprise Services Subscription Terms attached hereto or previously agreed to by the parties as indicated by the date below (the "Terms" referred to together with this Order Form as the "Agreement"). Capitalized terms used in this Order Form but not defined herein have the meanings assigned to them in the Terms.

Client Name	County of Monterey, on behalf of its Health Department
Client Address	1615 Bunker Hill Way, Ste 140, Salinas, CA 93906
Client Contact	PRISCA SEGOVIA
Telephone	(831)755-4939
Email	segoviap@countyofmonterey.gov
PO Required?	[Yes/No] If Yes, PO contact email:
Tax Exempt?	[Yes/No] If Yes, Tax contact email: (Applicable sales tax will be added to invoiced amounts for all entities unless proof of tax free status is provided.)

Doximity Enterprise Services Terms Effective Date	Effective Date
Subscription Term:	Twelve (12) months from the Effective Date
Authorized Users:	All healthcare provider members of Client's workforce ¹

Service Purchased	Subscription Fee
Doximity Enterprise Services	\$25,000
Discount Applied	(\$15,000)
Total Subscription Fee	\$10,000

The Initial Subscription Term will be valid for a period of twelve (12) months, commencing on the effective date ("Initial Term"). Thereafter, services may be renewed for successive one (1) year terms ("Renewal Subscription Terms") for up to five (5) Renewal Terms. (collectively, the "Subscription Term"), unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the start of the upcoming Renewal Subscription Term. The Subscription Fees payable by Client for use of the Service by Authorized Users during the Subscription Term are flat fees as specified in the table above and may be adjusted for market conditions for each Renewal Subscription Term, however shall not exceed 3% from the previous Subscription Term.

Doximity will invoice Client upon the start of each Renewal Subscription Term, and Client will pay such invoices within 60 days of receipt. For the avoidance of doubt, the Subscription Term is non-cancellable and custom development services are not included within the scope of this Order Form.

Offer valid through: 2/13/26

The parties hereto have caused this Order Form to be executed by their respective duly authorized representatives as of the Effective Date.

DOXIMITY, INC. Signed by: <u>Teri Ho</u> Signature: _____ <small>33287458BE4E417...</small>	County of Monterey, on behalf of its Health Department Signature: _____
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Name: Teri Ho Title: Director of Revenue Date: 3/10/2026	Name: _____ Title: _____ Date: _____
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¹ Unless otherwise agreed by Doximity and Client, Doximity will identify healthcare provider members of Client's workforce using Doximity's provider profile affiliation data as well as third party affiliation data sources as needed. All use of a Service by an Authorized User will be presumed to be use of that Service under the Agreement. If Client acquires or merges with another entity (the "Acquired Entity") during the Subscription Term, members of the Acquired Entity's workforce as of the date of acquisition or merger ("Acquired Workforce") are not eligible to become Authorized Users unless approved by Doximity in writing, which approval may be granted or withheld in Doximity's sole discretion and if granted, may be conditioned on Client's payment of an additional Subscription Fee as specified by Doximity. Client agrees to promptly notify Doximity of any acquisition or merger involving Client during a Subscription Term, and will provide details about the Acquired Entity and the Acquired Workforce as reasonably requested by Doximity.

DOXIMITY ENTERPRISE SERVICES SUBSCRIPTION TERMS

WHEREAS, Doximity maintains an online platform of websites and mobile applications ("Doximity Platform") for its network of healthcare professional members ("Doximity Members") through which it offers a variety of services to Doximity Members through its workflow tools, including a telehealth tool referred to as "Dialer Enterprise," and a suite of AI-powered tools referred to as "Doximity AI Enterprise" as described in Appendix A (collectively, the "Services").

WHEREAS, Client desires for certain Doximity Members who are part of Client's workforce ("Authorized Users") to have access to the Services and Doximity desires to provide access to the Services on a subscription basis as specified in Order Forms entered into by the parties from time to time. These Subscription Terms are effective as of the Effective Date of the first Order Form between the parties attaching these Terms, and together with that and all subsequent Order Forms referencing these Terms and any attachments including the HIPAA Business Associate Agreement attached as Appendix B (the "BAA") constitute the "Agreement."

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and intending to be legally bound, the parties agree as follows:

1. **Service.** Subject to the terms of the Agreement, Doximity grants to Client a limited, non-exclusive, non-transferable right to access the Service solely for use by Authorized Users during the Subscription Term specified in the Order Form. The Services may include links to third party web sites and services ("Third Party Services"). Authorized Users are responsible for evaluating whether they access or use a Third Party Service, and Client agrees that Doximity's inclusion of a link to a Third Party Service in no way constitutes Doximity's affiliation with or endorsement of such service. Third Party Services are governed by their respective terms of service and privacy policies, and Client and Authorized Users are encouraged to review the terms and policies of any Third Party Service prior to access and use.
2. **Client Responsibilities.** Client is solely responsible for Authorized Users' use of the Service including (a) Authorized Users' compliance with applicable law in connection with their use of the Services and Output (defined in Appendix A and B); (b) the information transmitted by Authorized Users to or through the Services including its quality, accuracy, legality, and appropriateness; (c) the conclusions, decisions, and actions of Authorized Users based on their use of the Services; (d) ensuring that Authorized Users use Dialer Enterprise to communicate with patients of Client only, and use Doximity AI Enterprise solely for the Intended Use as described in Appendix A. Client will not (and will not permit anyone else to) use the Services (a) in any manner that could disable, overburden, damage, or impair any component of the Services; (b) to transmit content that is offensive, abusive, defamatory, obscene, threatening or harassing, or infringes or violates the rights of any person or entity including, without limitation, intellectual property, publicity or privacy rights, or violates applicable laws, rules or regulations; (c) to reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology; (d) to develop a competitive product; or (e) to attempt to probe, scan, or test for vulnerabilities in the Services or Doximity computer systems, network, security elements, or any other protective measures associated with the Service. To the extent Client submits information to the Services, including through account registration, Client is solely responsible for such information and represents that it has all rights to submit such information for the intended purpose. Doximity may suspend an Authorized User's access to the Services without liability if we believe such Authorized User is using the Services in violation of the Agreement or applicable Terms of Use. Any breach of the Agreement by an Authorized User will be deemed a breach of the Agreement by Client. Client will notify Doximity immediately upon any Authorized User no longer being a part of Client's workforce.
3. **Intellectual Property.** As between the parties, Doximity exclusively owns and reserves all right, title, and interest in and to the Services, the Doximity Platform, and all data relating to Doximity Members' use thereof, its ideas, know-how, discoveries, inventions, work product, reports, methodologies, processes and procedures, technologies, hardware, software, and all derivatives of the foregoing, and Client has no right, license, or authorization with respect to any of the foregoing, except as expressly set forth in Section 1. Any rights not expressly granted by Doximity are reserved by Doximity. Client grants to Doximity a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit for any purpose without any further obligation to Client any Client-provided suggestions, comments or other feedback relating to Doximity Platform or the Services.
4. **Fees and Payment Terms.** In consideration for the rights granted to Client hereunder, Client shall pay to Doximity the fees specified in the applicable Order Form (the "Fees"), along with any pre-approved expenses incurred by Doximity, within sixty (60) days of Client's receipt of the invoice. Unless otherwise stated in the Order Form, Fees are invoiced upon the execution of the Order Form. If Client fails to pay an invoice when due, then in addition to its other rights or remedies, Doximity may suspend access to the Services until payment is received in full. Notwithstanding anything to the contrary in the Agreement, Fees are based on subscriptions purchased, not actual usage of the Services, payment obligations are non-cancelable, Fees paid are non-refundable, and the Services purchased cannot be decreased during the relevant Subscription Term, unless otherwise expressly stated in the Order Form.
5. **Taxes.** The Fees are exclusive of taxes or other government imposed charges such as duties, customs, tariffs, or surcharges applicable to Client's purchase or use of the Services, all of which will be paid by Client in a timely manner as required by law. Each party is responsible for taxes based on its own net income, property, and employee payroll. To the extent required by law, Doximity will collect applicable taxes from Client unless Client provides an exemption certificate, direct pay permit, or other valid documentation.
6. **Mutual Warranties.** Each party represents and warrants that (a) it has the legal power and authority to enter into the Agreement; (b) the individual executing the Agreement (including each Order Form) on behalf of a party has been duly authorized to do so, and (c) the Agreement (including each Order Form), when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.
7. **Client Warranties.** Client represents and warrants that: (a) with respect to Dialer Enterprise, (i) Client has provided all patient privacy notices and obtained any and all authorizations and consents, including any informed consent for use of Dialer Enterprise by Authorized Users and any third party participant in a call conducted through Dialer Enterprise including, without limitation, other healthcare providers, Client personnel, consultants, and patient family members ("Client Third Parties"), in such form and substance as required by applicable law; (ii) to the extent that a professional license or particular certification is required for Client or an Authorized User to provide healthcare services, such licenses and certifications will be maintained in effect in each jurisdiction where healthcare services are so provided through use of Dialer Enterprise; (b) Client and the Authorized Users have all rights in and consents to use and disclose any data transmitted by Authorized Users to the Services, such that the use of such data by Doximity to fulfill its obligations to Client will not violate applicable law or the rights of any third party; (c) Client and Authorized Users will comply with all laws applicable to their use of the Services, including those related to privacy, electronic communications, and the provision of and reimbursement for healthcare and telehealth, as applicable; (d) use of the Services by Client and Authorized Users will not violate or conflict with any agreement or obligation to which Client or any Authorized User is subject including, without limitation, any agreement with a government or private insurer or any other third party payer; and (e) Client is duly authorized to monitor Authorized Users' use of the Service and receive related reporting as part of the Services.
8. **Warranty Disclaimer.** The Services and Output are provided "as is" and on

an "as available" basis. Doximity does not make any representations or warranties of any kind, express or implied, statutory or otherwise, and specifically disclaims all implied warranties including with respect to title, non-infringement, merchantability, accuracy, or fitness for a particular purpose, and does not guarantee that the Services will perform without interruption or errors, or that Client, Authorized Users, patients (if applicable), or any other person or entity will achieve desired results from the Services or Output. Doximity disclaims all warranties related to telecommunication providers. Client and Authorized Users assume all responsibility for determining if the Services and Output are appropriate for their purposes.

9. Security. Doximity will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality and integrity of data transmitted to and through the Services. Notwithstanding the foregoing, Client acknowledges that certain of the Services involves the transmission of SMS messages sent by Authorized Users, which transmission occurs outside of Doximity's systems. Client acknowledges and agrees that the security of these SMS messages is subject to the security measures of the applicable information communication channel, which are independent of Doximity and as such, not subject to any of Doximity's security measures.

10. Limitation of Liability.

A. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

B. LIABILITY CAP. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), DOXIMITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF:

- i. TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR
- ii. FIVE MILLION DOLLARS (\$5,000,000.00).

C. EXCLUDED CLAIMS. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO:

- i. INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS;
- ii. FRAUD OR WILLFUL MISCONDUCT; OR
- iii. GROSS NEGLIGENCE.

FOR AVOIDANCE OF DOUBT, INDEMNIFICATION OBLIGATIONS SHALL BE SUBJECT TO THE FOREGOING LIMITATION UNLESS EXPRESSLY INCLUDED WITHIN EXCLUDED CLAIMS.

ALL LIABILITY, INCLUDING INDEMNIFICATION OBLIGATIONS, ARISING FROM A DATA BREACH OR SECURITY INCIDENT SHALL BE SUBJECT TO A SEPARATE CAP EQUAL TO THREE MILLION DOLLARS (\$3,000,000.00).

D. NO WAIVER OF GOVERNMENT IMMUNITIES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY IMMUNITIES, DEFENSES, OR LIMITATIONS OF LIABILITY AVAILABLE TO CLIENT UNDER THE CALIFORNIA GOVERNMENT CLAIMS ACT OR OTHER APPLICABLE LAW.

11. Confidential Information. "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") that it discloses to the other party ("Receiving Party") and that is marked as "Confidential" and/or "Proprietary" or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, , business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this clause; (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source; (c) was in Receiving Party's possession prior to Disclosing Party's

disclosure hereunder; (d) was or is independently developed by Receiving Party without use of Disclosing Party's Confidential Information. For the avoidance of doubt, protected health information subject to the BAA is not "Confidential Information" for purposes of this Section. Receiving Party agrees to: (x) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (z) not disclose Confidential Information except to its employees, officers, directors, agents, subcontractors, and advisors who need to know the Confidential Information to assist Receiving Party in exercising its rights or performing its obligations under the Agreement. Doximity may publicly disclose that Client is a client of Doximity, and the general nature of the services supplied by Doximity to Client hereunder.

12. Doximity Indemnification.

a. General Indemnity. Doximity shall defend (with counsel reasonably acceptable to Client), indemnify, and hold harmless Client, its Board of Supervisors, Community Health Center Board (co-applicant board), officers, employees, agents, and volunteers from and against, under the direct scope of the Agreement, any and all claims, demands, damages, losses, liabilities, penalties, fines, settlement amounts, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- i. Doximity's gross negligence, fraud, or willful misconduct;
- ii. Any data breach or security incident involving Client Data;
- iii. Intellectual property infringement or misappropriation;
- iv. Acts or omissions of Doximity's employees, agents, or subcontractors.

b. IP Infringement Remedy. If Services become subject to an infringement claim, Doximity shall, at its sole expense:

- i. Obtain for Client the right to continue using the Services;
- ii. Replace or modify the Services so they are non-infringing without material degradation of functionality; or
- iii. If neither is commercially reasonable, refund all prepaid amounts and reimburse Client for reasonable transition costs.

c. Settlement Restrictions. Doximity shall not settle any claim in a manner that imposes liability, admission of fault, or non-monetary obligations upon County without County's prior written consent.

d. No Sole Remedy Limitation. The remedies provided herein are cumulative and not exclusive of any other remedies available at law or in equity.

13. Client Indemnification.

a. Client shall defend and indemnify Doximity from third-party claims solely to the extent arising from:

- i. Client's material breach of the Agreement; or
- ii. Client's negligent acts or omissions in violation of applicable law.

b. Client shall not indemnify Doximity for claims arising from:

- i. Design, performance, or failure of the Services;
- ii. Doximity's negligence or breach;
- iii. Data security incidents;
- iv. Intellectual property infringement;
- v. Healthcare services provided by County personnel;
- vi. Patient communications conducted through the Services.

c. Client's indemnification obligations are subject to applicable law, including the California Government Claims Act, and are payable only from legally available and appropriated funds.

Indemnification Procedure. A party seeking indemnification hereunder will notify the indemnifying party in writing of a claim for which it wishes to seek indemnification hereunder within thirty (30) days of receipt. The indemnifying

party will control the defense of the claim. The indemnified party may participate in the proceedings at its own cost and expense with counsel of its choice. The indemnifying party will obtain the other party's prior written approval of any settlement or compromise of a claim that adversely affects the rights of the indemnified party. The indemnified party will assist and cooperate in the defense as reasonably requested and at the indemnifying party's expense.

14. Records. Client is solely responsible for maintaining records of Authorized Users' use of the Services, including any information transmitted to or through the Services.

15. Term. The term of the Agreement commences on the effective date of the first Order Form executed by the parties, and will continue until terminated as set forth in Section 17. Each Order Form and Client's subscription to the Services commences on the date specified therein and continues for the duration of the Subscription Term, as specified therein.

16. Termination. The Agreement will remain in effect unless terminated by a party in writing with an effective date of termination that is thirty (30) days following the date that written notice is received by the other party, provided that such termination will not alter the parties' respective obligations under an Order Form in effect at such time. Unless subject to the termination of Client's government funding, Doximity will not refund any Fees nor will Client be relieved of any obligation to pay any remaining Fees under any such Order Form, and the Agreement will remain in full force and effect only with respect to such Order Form. The following Sections will survive termination of the Agreement: Sections 3 - 5, 7, 10 - 14, 17 and 20. Client's payments to Doximity under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the Client's purchase of the indicated quantity of services, then the Client may give written notice of this fact to Doximity, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Client may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors, and nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

18. Beta Offerings. Doximity may, from time to time, offer access to services that are classified as Beta offerings (i.e., an offering that is not generally available to users of the applicable Service), which Client may choose to try in its sole discretion and at its own risk. Doximity reserves the right to discontinue or modify a Beta offering at any time without notice. Beta offerings are provided AS IS and are not deemed a part of the Services under the Agreement.

19. Miscellaneous. The Agreement (including the Order Forms) constitute the entire understanding and agreement between Doximity and Client with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications concerning the Services. Additional, contrary or inconsistent terms of any purchase order or other Client documentation shall be null and void. No modification, amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both parties, unless otherwise specified herein. No waiver by either party of any breach of any provision of the Agreement will be deemed a waiver of any subsequent or prior breach. If any provision of the Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the parties' intent. All remaining provisions of the Agreement will remain. Neither party may assign the Agreement without the prior written consent of the other party.

20. The Agreement will be binding upon benefit the parties' respective successors. The Agreement does not confer any benefits on any third party (including any Authorized User, affiliate or patient). Except for payments due Doximity, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement. All required notices will be in writing, addressed to the party as set forth in the Order Form. Any notice may be served personally or by registered mail, return receipt, by courier, or as otherwise stated herein. The Agreement is

governed by and construed in accordance with the laws of the State of California, except that its conflict of law rules shall not apply.

21. Insurance.

A. Evidence of Coverage. Prior to commencement of this Agreement, Doximity shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the Client's Contracts/Purchasing Office, unless otherwise directed. Doximity shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the Client. This approval of insurance shall neither relieve nor decrease the liability of Doximity under this Agreement.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability

C. Insurance Coverage Requirements. Without limiting Doximity duty to indemnify Client as set forth in this Agreement, Doximity shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers Compensation Insurance, if Doximity employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Cyber Security Liability (Security & Privacy Liability; Network Interruption; Media Liability; Event Management Expenses; Electronic Data Restoration; Cyber Extortion; Regulatory Defense & Fine, and PCI Fine) insurance with a limit not less than \$10,000,000 per incident or claim of \$10,000,000 in aggregate.

Other Insurance Requirements. All insurance required by this Agreement shall be with a company issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Doximity completes its performance of services under this Agreement.

Client shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof that would cause Doximity to no longer satisfy the requirements of this Addendum. Each policy shall provide coverage for Doximity and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of Doximity's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Client and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by Doximity's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Client, Doximity shall file certificates of insurance with the Client's contract administrator and the Client's Contracts/Purchasing Office, showing that Doximity has in effect

the insurance required by this Agreement. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Doximity shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send following demand by Client, certificates to Client's Contract Administrator and Client's Contracts/Purchasing Office, no more frequently than annually. Failure by Doximity to maintain such insurance coverage is a breach of this Agreement, which entitles Client, at its sole and absolute discretion, to terminate this Agreement if such failure is not cured within five (5) business days from Doximity's receipt of a written termination notice.

Appendix A: DOXIMITY ENTERPRISE SERVICES

Below is a description of the Doximity Enterprise Service. Doximity may modify the Service as it deems appropriate from time to time, provided that in no event will any such modification materially degrade the quality or functionality of the Service during the then-current Subscription Term.

1. **Dialer Enterprise** – Dialer Enterprise is a communication service that enables Authorized Users to initiate and conduct secure voice and video calls with their patients from their mobile device or computer. Authorized Users will have access to the following Dialer Enterprise features:
 - A. **Unlimited usage**
 - Authorized Users will not be subject to any usage limits
 - B. **Group calling capabilities**
 - Authorized Users will have the ability to conduct a Dialer Enterprise video call with more than 2 participants
 - C. **Engagement and utilization reporting**
 - Doximity will make available to Client aggregate monthly engagement reports. Custom reporting is available for an additional fee, as agreed upon in a separate Statement of Work form.
 - D. **Future features exclusive to Dialer Enterprise**
 - Doximity will endeavor to develop additional features for Dialer Enterprise that build upon its existing capabilities

2. **Doximity AI Enterprise:**
 - **Doximity GPT** is intended to assist Authorized Users perform certain healthcare related administrative tasks by generating AI-based content ("GPT Output"), including but not limited to conducting clinical reference searches, creating prior authorization requests, patient referrals, and certificates of medical necessity (the "Intended Use").
 - **Doximity Scribe** is intended to assist Authorized Users with the creation of summary notes of visits through the creation of AI-generated content ("Scribe Output"), and format into various note templates, including H&Ps, progress notes, consult notes, and other custom options (the "Intended Use").
 - "Output" means GPT Output and/or Scribe Output.

Authorized Users will have access to the following features during the Subscription Term:

- A. **Unlimited usage**
 - Authorized Users will not be subject to any Doximity AI usage limits
- B. **Future features exclusive to Doximity AI Enterprise**
 - Doximity will endeavor to develop additional features for Doximity AI Enterprise that build upon its existing capabilities.

3. **Data Partnership**
 - E. **Clinician training**
 - During the applicable Subscription Term and no more frequently than annually upon Client's request, Doximity will provide remote online Dialer Enterprise training to Client's clinical team at a mutually agreeable time and manner.

F. Physician promotion

- Doximity will provide Client materials promoting Doximity registration and engagement, e.g., email templates, articles, and brochures, that Client may distribute to clinicians affiliated with the Client's institution.

G. Communications

- In exchange for the Services, Doximity and Client shall engage in certain communications activities which may include but not be limited to: 1 joint press release, 1 written and/or video case studies, 1 joint webinar and/or conference presentation, and up to 5 potential reference calls. All activities and publications will be subject to the prior approval of the Client. Such approval will not be unreasonably delayed or withheld.

4. Additional Terms

- Output is AI-generated and should be reviewed for accuracy by the Authorized User. Doximity authorizes Client and Authorized Users to access and use the AI Enterprise Service solely for the Intended Use. The AI Enterprise Service is not intended to be used for any purpose other than the Intended Use, including but not limited to the following: (i) practicing medicine, including the prevention, diagnosis or treatment of a disease or condition; (ii) coding medical claims or otherwise supporting medical billing, coding, or claims generation; or (iii) conducting clinical research that is regulated by state or federal laws or regulations, unless such use is limited to clinical reference. The AI Enterprise Service does not provide medical advice. Doximity will not be responsible for any liability arising from the use of the Service by Client or any Authorized User other than for the Intended Use, as provided herein.
- Client and Authorized Users shall not transmit to the AI Enterprise Service any data that is protected under the EU General Data Protection Regulation (GDPR) or other non-US data privacy laws.
- Output is not a component of the AI Enterprise Service for purposes of the Agreement, and Doximity shall have no liability for the Output including, but not limited to, with respect to the accuracy, completeness, reliability, infringement of third-party rights, or its use. Doximity expressly disclaims any liability and/or indemnification obligations for allegations relating to content provided by third-party licensors or data sources not controlled by us, or allegations relating to the use of third-party training data or open corpus materials for which no warranties were provided.
- Client acknowledges that due to the nature of AI Enterprise Service and generative artificial intelligence tools generally, Client's Output may not be unique, and other users may receive Output from the AI Enterprise Service that is similar to, or the same as Client's Output. Accordingly, Client expressly waives and releases any claim against Doximity or its licensors arising from the non-uniqueness of Output or from any similarity between Client's Output and that of any other user.

SIGNATURE PAGE, (continued from Order Form)

CLIENT/County of Monterey, on behalf of its Health Department

Approved as to Legal Form:

By: Stacy Saetta Date: 3/12/2026 | 9:30 AM PDT
Chief Deputy County Counsel – County of Monterey

Approved as to Fiscal Provisions:

By: Andrew Valentine Date: 3/12/2026 | 5:17 PM PDT
Auditor-Controller – County of Monterey

Approved as to Risk Provisions:

By: David Bolton Date: 3/12/2026 | 10:34 AM PDT
David Bolton, Risk Manager – County of Monterey

Approved by Procurement Officer:

Tom Skinner Acting Chief Procurement Officer

Signed by:
Tom Skinner

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective upon final execution of Doximity Services Subscription Terms (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Doximity, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled within the scope of the Services Agreement, in accordance with such requirements.

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

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

“Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(a) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(b) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(c) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement)” between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(d) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate

shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, reasonable attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach. Notwithstanding the foregoing, this section shall be subject to the Limitation of Liability set forth in the Services Agreement.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such non-confidential and proprietary summaries of practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's non-confidential and proprietary summaries of internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as permitted under HIPAA.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors or instruct Subcontractors to securely destroy such PHI. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Doximity, Inc.
Attn:General Counsel

500 3rd Street Suite 510
San Francisco, CA 94107
Email:legal@doximity.com

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Subject to the Limitation of Liability set forth in the Services Agreement, Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws as it pertains to this BAA, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors as it pertains to this BAA, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, technology errors and omissions liability insurance on a claims made basis, covering claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws as it pertains to this Agreement.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

