

HEARTFLOW ANALYSIS ORDER AGREEMENT

This HeartFlow Analysis Order Agreement (“Agreement”) is made by and between HeartFlow, Inc. (hereinafter, “**HeartFlow**”), and the County of Monterey, a political subdivision of the State of California (hereinafter, “the County”), on behalf of Natividad Medical Center (“**Customer**”), a general acute care teaching hospital wholly owned and operated by the County, sets forth the terms and conditions pursuant to which HeartFlow, Inc. will provide the Customer listed below with its web-based service for non-invasive analysis of the anatomical and functional significance of coronary artery disease (the “HeartFlow Analysis”). HeartFlow and Customer may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**.” In the event of conflict between the body of the Agreement and any attachment or exhibit, the body of the Agreement will govern. The parties agree as follows:

1. USE OF THE HEARTFLOW ANALYSIS

1.1 HeartFlow will provide to Customer its standard on-boarding services at each designated, mutually agreed authorized site, including installing and verifying HeartFlow Connect, providing non-billable sample cases, education and training, at no additional charge.

1.2 License Grant. Subject to the terms and conditions of this Agreement, HeartFlow grants to Customer a limited, non-exclusive, non-transferable license (except as otherwise provided in this Agreement), under HeartFlow’s intellectual property rights solely: (a) to submit coronary CTA data (“Cases”) from its sites which have been on-boarded by HeartFlow (“Authorized Facility(ies)”) to HeartFlow to conduct a HeartFlow Analysis; (b) for the Customer to obtain a HeartFlow Analysis for use solely in connection with its clinical and business operations. The HeartFlow Analysis shall be deemed to include all updates, releases, or new versions that may be provided by HeartFlow to Customer under this Agreement. Subject to the foregoing, the rights and obligations of Customer hereunder may be exercised in whole or in part by its parent and their respective affiliates and subsidiaries and, to the extent such entities use or access the HeartFlow Analysis, the term “Customer” shall include those entities. Upon written approval of HeartFlow, Customer may assign this Agreement to any of the foregoing entities or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of Customer’s assets. Customer may also serve as a service bureau for any of the foregoing entities, subject to any license scope limitations herein. Customer shall (i) provide written notice to HeartFlow of such outsourcing arrangement; and (ii) be responsible for ensuring the outsource vendor complies with all applicable terms and conditions of this Agreement.

1.3 Use of the HeartFlow Analysis. Customer shall use commercially reasonable efforts to provide HeartFlow with Cases that meet or exceed HeartFlow’s then-current CT quality threshold (an “Acceptable Case”). HeartFlow’s sole remedy for a failure by Customer to provide an Acceptable Case shall be to decline to perform the HeartFlow Analysis for such Case. Nothing in this Agreement obligates Customer: (a) to use the HeartFlow Analysis, or to use it with any particular frequency; or (b) to refrain from using any other clinical test or procedure.

1.4 Turnaround Time. HeartFlow shall use commercially reasonable efforts to provide Customer with the HeartFlow Analysis within an average of not more than twenty-four (24) hours, determined for all Acceptable Cases submitted in accordance with this Agreement during each calendar month and based on the interval between: (a) the time that HeartFlow receives an Acceptable Case and (b) the time that HeartFlow makes the HeartFlow Analysis available to Customer.

1.5 Delivery. HeartFlow will complete delivery to the Customer of the HeartFlow Analysis within three (3) business days of the Effective Date (“Delivery”). Delivery will be provided by HeartFlow via a user interface on the world wide web site. The parties shall cooperate in arranging the logistics of such electronic transmissions.

1.6 On-Boarding Requirements. Customer's prerequisites for installation and implementation of the HeartFlow Analysis, including any updates or features provided with it (the "HeartFlow Product") shall be described in the then-current Implementation Guide. Customer shall, at its sole cost and expense, purchase, install, maintain and operate all third-party software and hardware specified in the Implementation Guide that is necessary for its designated users to access and use the HeartFlow Product in accordance with this Agreement.

1.7 Customer will obtain each patient's consent for use of the HeartFlow Product with such Cases in the same manner as Customer obtains general consent from Customer's patients for healthcare services unrelated to this Agreement. HeartFlow and Customer agree to abide by the HIPAA Business Associate Agreement ("BAA") entered into between them.

1.8 Server Location. Without the prior written consent of Customer, HeartFlow shall not store or process, itself or through a third party, Protected Health Information ("PHI," as defined in the Business Associate Agreement) at a physical location outside of the United States of America. See HeartFlow's current Security White Paper.

1.9 Ownership of Data; Use. As between HeartFlow and Customer, all Cases and resultant HeartFlow Analyses shall be the property of the Customer. Customer agrees that HeartFlow may retain and use the Cases and corresponding HeartFlow Analyses for the purpose of (a) providing support and preventative maintenance of the HeartFlow Product, (b) improving the HeartFlow Product (using anonymized, aggregate Cases and HeartFlow Analyses) and (c) ensuring compliance with applicable laws and regulations. PHI shall be stored encrypted at rest and in transit, and may be used by HeartFlow solely for the purpose of support and maintenance, in accordance with the BAA. Any Data constituting PHI shall be subject to the BAA. In the event of a conflict between the BAA and the body of this Agreement, the more protective provision shall govern.

1.10 Use Restrictions. Customer agrees that it will not, and will not permit its personnel or agents to: (a) sublicense, rent or otherwise permit a third party (excluding Customer's agents) to access or use any portion of the HeartFlow Product; (b) reverse engineer, modify, decompile, disassemble, circumvent or disable security or other technological features or measures of the HeartFlow Product.

1.11 Username and Passwords. HeartFlow shall provide Customer with usernames and passwords in order for Customer to use and access the HeartFlow Product (such username and password combinations are "User Credentials"). Each User Credential shall be personal and unique to the applicable Customer employee or contractor designated by Customer to access and use the HeartFlow Product under this Agreement ("Designated User"). Customer shall be solely responsible to administer and monitor the use of the HeartFlow Product by its Designated Users.

1.12 Protection Against Unauthorized Use. Customer shall not, and shall cause its Designated Users to not, provide its User Credentials to any third party (excluding Customer's agents), and will not, directly or indirectly, permit or allow any unauthorized access to or use of the HeartFlow Product. Customer shall use commercially reasonable efforts to prevent any unauthorized use of the HeartFlow Product and immediately notify HeartFlow of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the HeartFlow Product directly or indirectly through Customer, then Customer shall, at its sole cost and expense, take all steps reasonably necessary to terminate such unauthorized use. Customer shall cooperate and assist with any actions taken by HeartFlow to prevent or terminate unauthorized use of the HeartFlow Product.

1.13 Compliance with Laws; Responsibility for Subject Data. HeartFlow shall maintain the HeartFlow Product and documentation in compliance with all applicable laws, including without limitation the maintenance of any required FDA or any applicable local regulatory approvals.

2. SERVICE LEVELS AND SUPPORT

2.1 Quality of Service. HeartFlow shall use commercially reasonable efforts to provide the HeartFlow Product with minimum disruptions; provided, however, that: (i) HeartFlow does not guarantee that the HeartFlow Product will function without disruptions, delays or other imperfections, including because of power outages or internet service disruptions beyond HeartFlow's control, which may preclude Customer's continuous, interruption-free access to the HeartFlow Product; and (ii) HeartFlow may reasonably suspend the HeartFlow Product for maintenance purposes, upon reasonable advance notice to Customer.

2.2 Support Services. HeartFlow will provide email and telephone technical support services for the HeartFlow Product free-of-charge in accordance with its then-current policies and help documentation. Customer support hours are currently Monday-Friday, 5 am – 5 pm PT, with email support otherwise. Information on support hours is provided on the help menu of the product.

3. FEES

3.1 Fee per Analysis. After Customer has completed the on-boarding process and during the Term, Customer shall pay HeartFlow US \$1100 for each HeartFlow Analysis. For the avoidance of doubt, HeartFlow Analyses that are not provided, including by way of example an analysis that is not completed because of problems with the underlying Subject Data or the transmission thereof, are not chargeable. Prices shall remain firm for the initial term of the Agreement. Customer does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. HeartFlow shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

3.2 Payment Terms.

(a) The total amount payable by Customer to HeartFlow under the initial Term of this Agreement shall not exceed the sum of \$136,000.

(b) All amounts payable under this Agreement are non-refundable once paid.

(c) HeartFlow shall send all invoices on a monthly basis, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by HeartFlow for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Customer shall pay all amounts due to HeartFlow under this Agreement within thirty (30) days of the applicable invoice. Customer shall pay all amounts due under this Agreement in US dollars.

(d) HeartFlow shall send all invoices on a monthly basis to the billing contact described on the signature page or to such updated contact information as Customer may provide to HeartFlow from time to time.

3.3 Taxes.

- (a) Fees due and payable to HeartFlow under this Agreement exclude all taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority.
- (b) Other than federal and state net income taxes imposed on HeartFlow by the United States, Customer is responsible for payment of all taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority except as required by applicable law. If Customer is a tax-exempt entity, then HeartFlow shall reasonably cooperate with Customer with respect to tax issues related to (1) this Agreement and (2) Customer's status as a tax-exempt entity.
- (c) All payments made to HeartFlow by Customer under this Agreement shall be made without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority except as required by applicable law. If Customer makes any such deduction, it shall pay HeartFlow such additional amounts as are necessary to ensure that HeartFlow receives the full amount that HeartFlow would have received but for the deduction.
- (d) The charges listed at the time of Agreement execution are not taxable. Subsequent executed amendments hereto shall not include any applicable sales, use, person property, excise, or other similar taxes. The amount of any applicable sales, use, personal property, or other similar tax applicable to such future licenses or purchases made via addendum to this Agreement shall be paid directly by Customer or shall be paid to HeartFlow on receipt of invoice therefore.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement will commence on the last date of signature and extend for two (2) years.

4.2 Termination For Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

4.3 Notice of Material Breach or Default; Exclusion; Bankruptcy.

(a) Either party may terminate this Agreement if: (a) such party (the "Non-Breaching Party") delivers written notice to the other party (the "Breaching Party") describing the breach in reasonable detail (the "Breach Notice"); (b) the Breaching Party fails to cure such breach within thirty (30) days after the date that the Non-Breaching Party delivered such Breach Notice (such period, the "Cure Period"); and (c) the Non-Breaching Party delivers to the Breaching Party, within ninety (90) days after the applicable Cure Period has expired, a subsequent written notice terminating the Agreement (the "Termination Notice").

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that the other party is excluded by an applicable regulatory authority from participation in a health care payment program in which Customer participates that is funded in whole or part by the national government, or in the event that the other party seeks protection in bankruptcy, or is the subject of a bankruptcy petition that is not dismissed within one hundred and eighty (180) days after filing.

4.4 Suspension of HeartFlow Analysis for Non-Payment. If Customer fails to timely pay any undisputed fees due under this Agreement, then HeartFlow may, in addition to any of its other rights or remedies, suspend performance of the HeartFlow Analysis until it receives all amounts due.

4.5 Assignment. HeartFlow shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Customer. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, HeartFlow shall continue to be liable for the performance of all requirements of this Agreement.

4.6 Post-Termination Obligations. If this Agreement expires or terminates for any reason, then: (a) HeartFlow may immediately cease providing HeartFlow Product upon no less than five (5) days prior notice of such cessation, and HeartFlow shall deliver to Customer the HeartFlow Analyses relating to Cases that were submitted to HeartFlow prior to the effectiveness of such suspension; (b) Customer shall pay to HeartFlow any fees that have accrued prior to the effective date of such expiration or termination; (c) upon such expiration or termination, HeartFlow shall, at the other party's direction and subject to Section 7, return and destroy all Confidential Information of the other party in its possession at the time of expiration or termination and provide written certification of any Confidential Information of the other party that was destroyed to such party. Neither party shall make or retain any copies of such Confidential Information except as required to comply with any applicable legal, regulatory or accounting record keeping requirement. Any and all liabilities accrued prior to the effective date of the expiration or termination will survive.

4.7 Survival. Those provisions of this Agreement which by their nature contemplate obligations that extend beyond the termination or expiration of this Agreement shall survive.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no other authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (d) it will comply with all applicable laws in connection with this Agreement.

5.2 Customer's Additional Representations, Warranties and Covenants. Customer represents and warrants that: (a) the exercise by HeartFlow of the rights granted under this Agreement to Cases provided to HeartFlow by Customer does not, and will not, violate privacy rights or other rights of any third party or give rise to any obligation for the payment of any sums to any third party by HeartFlow or any of its affiliates; (b) Customer owns, controls, has acquired or has obtained all of the rights to its Cases, including any required consents, that are necessary for Customer to transmit such Cases to HeartFlow and for HeartFlow to perform the HeartFlow Analysis; (c) the Cases will not, when used by HeartFlow as permitted by this Agreement, subject HeartFlow to liability for violation of any law, rule, or regulation, guideline or personal right.

5.3 Mutual Indemnification.

HeartFlow shall indemnify, defend, and hold harmless the County, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by HeartFlow and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. HeartFlow shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which HeartFlow is obligated to indemnify, defend and hold harmless the County under this Agreement.

The County shall indemnify, defend, and hold harmless HeartFlow, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse HeartFlow for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless HeartFlow under this Agreement.

6. LIMITATIONS OF LIABILITY

EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, EITHER PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND FOR BREACH OF SECTION 7 (CONFIDENTIALITY & PRIVACY), (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE LIMITS OF THE INSURANCE AS STATED HEREIN.

7. CONFIDENTIALITY & PRIVACY

7.1 Definition. "Confidential Information" means any trade secrets or other information of a party, whether of a technical, business, or other nature (including, without limitation, information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects, or other affairs), that is disclosed to a party during the term of this Agreement and that such party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party. Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party. Confidential Information of HeartFlow does not include information that is or becomes publicly known or available as a result of Customer's proper compliance with the California Public Records Act.

7.2 Restricted Use and Nondisclosure. During and after the term of this Agreement, each party will: (a) use the other party's Confidential Information solely for the purpose for which it is provided; (b) not disclose the other party's Confidential Information to a third party unless the third party must access the Confidential Information to perform a party's obligations or exercise a party's rights in accordance with this Agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section 7; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

7.3 Required Disclosure. If either party is required by law to disclose the Confidential Information, the disclosing party must give prompt written notice of such requirement before such disclosure and assist the non-disclosing party in obtaining an order protecting the Confidential Information from public disclosure. In the event of a limited disclosure of a party's Confidential Information that is required by law or regulation, the receiving party shall continue to treat such disclosed information as the disclosing party's Confidential Information for all other purposes and subject to the other terms and conditions of this Agreement.

7.4 Return of Confidential Information. As soon as practicable, but in no event more than ten (10) days following the receipt of a written request from the disclosing party, the receiving party shall destroy or deliver to the disclosing party, as directed by the disclosing party, all materials containing or embodying the disclosing party's Confidential Information, including without limitation materials in tangible and/or electronic format, and shall deliver to the disclosing party a letter signed by an officer of the receiving party and reasonably satisfactory to the disclosing party certifying that all such materials in the receiving party's possession have been delivered to the disclosing party or destroyed, as directed by the disclosing party.; *provided, however,* that the receiving party shall be entitled to retain subject to the terms and conditions of this Agreement: (a) one (1) archived copy of the disclosing party's Confidential Information and all materials created by the receiving party and containing the disclosing party's Confidential Information, including without limitation notes and memoranda, solely for the purpose of administering the receiving party's obligations under this Agreement; and (b) the disclosing party's Confidential Information contained in the receiving party's electronic back-up files that are created in the normal course of business pursuant to the receiving party's standard protocol for preserving its electronic records.

7.5 Use of names and trademarks. For marketing or other publicity purposes, neither party shall use the name, trademarks, trade names or logos of the other party without that party's explicit written consent.

8. INSURANCE

8.1 Evidence of Coverage:

Prior to commencement of this Agreement, HeartFlow 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. In addition, HeartFlow upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. HeartFlow shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of HeartFlow.

8.2 Qualifying Insurers: All coverages, 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 that is approved by Customer's Contracts/Purchasing Director.

8.3 Insurance Coverage Requirements: Without limiting HeartFlow's duty to indemnify, HeartFlow shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

8.4 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

Exemption/Modification (Justification attached; subject to approval).

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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 \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If HeartFlow 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.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, HeartFlow shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Customer and 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 years following the date HeartFlow completes its performance of services under this Agreement.

Each liability policy shall provide that Customer shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for HeartFlow 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 and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of HeartFlow'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 County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by HeartFlow's insurance. The required endorsement from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Customer, HeartFlow shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that the HeartFlow has in effect the insurance required by this Agreement. HeartFlow shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the

certificate then on file. 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.

HeartFlow shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify HeartFlow and HeartFlow shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by HeartFlow to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

9. GENERAL

9.1 **Relationship.** HeartFlow is an independent contractor (and not an agent or representative of Customer) in the performance of this Agreement. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting HeartFlow's performance of any services for any third party or the provision of products to any third party.

9.2 **Force Majeure.** A party will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond the party's reasonable control, so long as the party uses commercially reasonable efforts to avoid or remove such causes of non-performance.

9.3 **Governing Law; Dispute Resolution.** This Agreement is made under and will be governed by and construed in accordance with the laws of the state of California (except that body of law controlling conflicts of law). Any dispute relating to this Agreement will be resolved at the request of either party exclusively through binding arbitration administered by JAMS and conducted by a single arbitrator at a mutually agreeable venue, provided that either party may petition a court of competent jurisdiction to enforce any arbitration award and for equitable relief, including to seek a temporary restraining order or preliminary or permanent injunction.

9.4 **Counterparts.** This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document.

9.5 **Entire Agreement.** This Agreement is the final and complete expression of the agreement between these parties regarding the HeartFlow Analysis. Any modification or material change must be documented in writing and agreed by the Parties.

Authorized Facilities

The following are Authorized Facilities* to generate Cases to be submitted to HeartFlow:

#	Authorized Facility Name	Address
1	Natividad Medical Center	1441 Constitution Blvd, Salinas, CA 93901

* Additional Authorized Facilities to be added by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have caused this HeartFlow Product Agreement to be executed by their duly authorized representatives.

HeartFlow, Inc.

DocuSigned by:
Lance Scott
719FF83EE0824F8...

Signature: _____ Date: 4/26/2021 | 6:21 PM PDT

Name: Lance Scott

Title: Chief Commercial Officer

Address: 1400 Seaport Blvd., Bldg. B, Redwood City, CA 94063, USA

Email Address: lscott@heartflow.com

Natividad

Signature: _____ Date: _____

Name: Gary Gray, MD

Title: CEO

Address: Natividad Medical Center

Attn: Contracts

1441 Constitution Blvd

Salinas, CA 93906

Reviewed and approved as to form.

Reviewed for Fiscal Provisions



Deputy County Counsel, May 5, 2021

Chief Deputy Auditor-Controller
5-5-2021

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective April 9, 2021 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and HeartFlow, Inc., a Delaware corporation (“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 (“HIPAA”), 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, 45 C.F.R. Part 160 and Part 164, Subpart 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 (“EPHI”) shall be handled, in accordance with such requirement.

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

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; 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.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, 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 the medical identity theft law (Cal. Civil Code 1798.29).

(c) “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 individuals, 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 includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a 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;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) 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);

(d) 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);

(e) 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;

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

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, 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 or required 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. 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 a Breach. 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. 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 comply with the requirements of Section 3.1(a)(i) below;

(i) 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) 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, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

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

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) 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 the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. At a minimum, the Business Associate shall provide the 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 the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) 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;

(i) 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 to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) 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 ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) 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;

(k) 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;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

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

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

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any 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 unless terminated as provided in this Section 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; 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 Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

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, the HITECH Act, 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

HeartFlow, Inc.

Attn: General Counsel

1400 Seaport Blvd., Bldg. B

Redwood City, CA 94063

Phone: (650) 241-1217

Fax: email: nespinosa@heartflow.com

If to Covered Entity, to:

Natividad Medical Center

Attn: Compliance/Privacy Officer

1441 Constitution Blvd.

Salinas, CA 93906

Phone: 831-755-4111

Fax: 831-755-6254

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 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 the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. 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 or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. 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, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. 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.

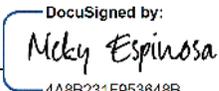
5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect 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.

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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

4A8B231F953648B...
Print Name Nicky Espinosa
Print Title GC, Chief Ethics & Compliance Ofr
Date: April 21, 2021

By: _____
Print Name: Gary R. Gray
Print Title: Chief Executive Officer
Date: _____