

DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between County of Ventura ("County") and Ingenious Med, Inc. ("Recipient") and is effective as of July 26, 2022 (the "Effective Date").

RECITALS

A. The U.S. Department of Health and Human Services ("HHS") has issued and adopted regulations under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91 (the "Act") and the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 (the "HITECH Act"), including privacy standards (45 CFR, part 164, subpart E) (the "Privacy Rule"), security standards (45 CFR, part 164, subpart C) (the "Security Rule"), and standards for reporting unauthorized disclosures of Protected Health Information (45 CFR, part 164, subpart D) (the "Breach Notification Rule"). The Act, the HITECH Act, the Privacy Rule, the Security Rule, and the Breach Notification Rule are collectively referred to as "HIPAA" and/or "HIPAA Standards" for purposes of this Agreement.

B. Recipient has entered into or may in the future enter into agreements to provide services to one or more entities with whom County contracts (the "Underlying Services") and in connection with the provision of such Underlying Services, County will provide Protected Health Information to Recipient and Recipient will use and/or disclose such Protected Health Information.

C. County is a "Covered Entity" within the meaning of the HIPAA Standards.

D. County, as a Covered Entity, is required by the HIPAA Standards to obtain satisfactory assurances that Recipient will appropriately safeguard all Protected Health Information.

E. The parties hereto desire to enter into this Agreement to memorialize their obligations with respect to Protected Health Information pursuant to the requirements of the HIPAA Standards.

NOW THEREFORE, in consideration of the mutual promises and agreements below, the parties hereto agree as follows:

1. Recitals. The terms of the recitals set forth above are hereby incorporated by this reference into this Agreement.

2. Definitions. Unless otherwise indicated in this Agreement, capitalized terms shall have the meanings provided in the HIPAA Standards. The following terms shall have the meanings set forth below:

(a) "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, to the extent such information is created, maintained, received or transmitted by Recipient from County or in connection with providing the Underlying Services;

(b) “Protected Health Information” or “PHI” means “protected health information” as defined in 45 CFR 160.103, limited to the information received by Recipient from County or created or received by Recipient in connection with providing the Underlying Services;

(c) “Required by Law” shall have the same meaning as “required by law” in 45 CFR 164.103;

(d) “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304, limited to incidents that involve or affect Recipient’s information systems that contain Electronic Protected Health Information received from County. Pings and other broadcast attacks on Recipient’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the foregoing shall not be considered a “Security Incident” so long as they do not result in the defeat or circumvention of any security control, or in the unauthorized access, use, disclosure, modification or destruction of Protected Health Information. Good faith acquisition of Protected Health Information by an authorized employee or subcontractor of County or Recipient for a legitimate purpose is not considered a Security Incident, provided that the information is not used for a purpose other than a lawful purpose and is not considered an unauthorized disclosure under the Privacy Rule; and

(e) “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

3. Obligations and Activities of Recipient. Recipient shall:

(a) comply with all requirements of HIPAA and all other applicable laws, rules, and regulations as they may exist or be amended from time during the term of this Agreement, including but not limited to, compliance with all privacy, security, accounting and breach notification provisions. Further, it is the responsibility of Recipient to understand its obligations under any applicable law;

(b) not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Except as otherwise limited in this Agreement, Recipient may use or disclose PHI to perform the Underlying Services, provided that such use or disclosure of PHI is in compliance with each applicable requirement of 45 CFR 164.504(e). Except as otherwise limited in this Agreement or any other agreement between County and Recipient, Recipient may also use and disclose PHI (a) for the proper management and administration of Recipient or to carry out the legal responsibilities of Recipient; (b) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1); and (c) to provide data aggregation services relating to the health care operations of County consistent with 45 CFR 164.504(e)(2)(i)(B). Recipient may de-identify Protected Health Information as permitted by 45 CFR 164.514(b) and may use and disclose de-identified information, provided that any such use or disclosure shall be consistent with applicable law;

(c) use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Without limiting the foregoing, Recipient will (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives,

maintains, or transmits in connection with providing the Underlying Services; and (ii) comply with the Security Rule with respect to Electronic Protected Health Information;

(d) report to County, within 5 business days of such use or disclosure, any use or disclosure of Protected Health Information not provided for by the Agreement of which Recipient becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which Recipient becomes aware. Such report shall include at least, to the extent known by Recipient, the identity of each Individual whose information was, or is reasonably believed by Recipient to have been, accessed, acquired or disclosed during the Breach;

(e) in accordance with 45 CFR 164.404, notify the following in the designated timeframes required by the HIPAA Standards: (i) the affected Individual whose Unsecured Protected Health Information has been, or is reasonably believed by County to have been, accessed, acquired, used or disclosed as a result of an error on the part of Recipient; and (ii) the HHS;

(f) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Recipient agree to the same restrictions, conditions, and requirements that apply to Recipient with respect to such Protected Health Information;

(g) provide, within 10 business days of the receipt of a written request, access to Protected Health Information in a Designated Record Set to County or, as directed by County, to an Individual or Individual's designee in order to meet the requirements under 45 CFR 164.524;

(h) make an amendment(s) to Protected Health Information in a Designated Record Set that County directs or agrees to pursuant to 45 C.F.R 164.526 at the request of County, or take other measures as necessary to satisfy County's obligations, within 15 business days of the receipt of a written request;

(i) document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. County and Recipient each agrees that County's disclosures to Recipient are for purposes of Recipient's provision of the Underlying Services. County and Recipient each further agrees that Recipient shall not maintain any "electronic health record" or "personal health record," as those terms are defined in section 13405(c)(3) of the HITECH Act for or on behalf of County. Recipient has no obligation to document disclosures that are exempt from the accounting requirement under 45 CFR 164.528(1)(i)-(ix), and County agrees not to include Recipient on any list County produces pursuant to section 13405(c)(3) of the HITECH Act;

(j) provide to County or an Individual, within 15 business days of the receipt of a written request, information collected in accordance with this Agreement, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 or section 13401(c)(3) of the HITECH Act. As set forth in, and as limited by, 45 CFR 164.528, Recipient shall not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR

164.502; (ii) to Individuals of PHI about them as set forth in 45 CFR 164.502; (iii) to persons involved in the Individual's care or other notification purposes as set forth in 45 CFR 164.510;

(k) to the extent Recipient is to carry out one or more of County's obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the County in the performance of such obligation(s);

(l) make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from County, or created or received by Recipient in connection with providing the Underlying Services available to the HHS Secretary, in a time and manner consistent with applicable law or designated by the HHS Secretary, for purposes of the HHS Secretary determining County's compliance with the HIPAA Standards;

(m) mitigate, to the extent practicable, any harmful effect that is known to Recipient of a use or disclosure of Protected Health Information by Recipient in violation of the requirements of this Agreement; and

(n) provide assurance that any information placed on any type of mobile media, including lap top computers, tablets, etc., are encrypted, and that County's PHI stored on such media is protected in accordance with Security and Privacy Rules; and

(o) not, directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. section 17935(d). This paragraph shall apply to exchanges occurring on or after the date that is 6 months after the date of final regulations implementing 42 U.S.C. section 17935(d).

4. Permitted General Uses and Disclosures by Recipient. Recipient and its agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. As of the effective date of 42 U.S.C. section 17935(b), Recipient and its agents or subcontractors shall limit requests, uses and disclosure of PHI, to the extent practicable, to a limited data set (as defined at 45 CFR 164.514(e)) or if needed to the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Recipient shall comply with subsequent guidance issued by the HHS Secretary pursuant to 42 U.S.C. section 17935 (b).

5. Obligations of County. County shall:

(a) notify Recipient of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Recipient's use or disclosure of Protected Health Information;

(b) notify Recipient of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Recipient's use or disclosure of Protected Health Information; and

(c) notify Recipient of any restriction on the use or disclosure of Protected Health Information that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Recipient's use or disclosure of Protected Health Information.

6. Permissible Requests by County. County shall not request Recipient to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County.

7. Term and Termination.

(a) Term. The term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by County to Recipient, or created or received by Recipient in connection with providing the Underlying Services, is destroyed or returned to County, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with subparagraph (c) of this section 7.

County may terminate this Agreement at any time for any reason by providing ten days' written notice to Recipient. This right of termination belonging to County may be exercised without prejudice to any other remedy to which County may be entitled at law or under this Agreement.

(b) Termination for Cause.

(1) Upon County's knowledge of a material breach of this Agreement by Recipient, County may (i) provide an opportunity for Recipient to cure the breach and terminate this Agreement if Recipient does not cure the breach within the time specified by County, or (ii) immediately terminate this Agreement if cure is not possible. However, if neither termination of this Agreement nor cure are feasible, County shall report the violation to the HHS Secretary.

(2) Upon Recipient's knowledge of a material breach of this Agreement by County, Recipient may (i) provide an opportunity for County to cure the breach and terminate this Agreement if County does not cure the breach within the time specified by Recipient, or (ii) immediately terminate this Agreement if cure is not possible. However, if neither termination of this Agreement nor cure are feasible, Recipient shall report the violation to the HHS Secretary.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Recipient shall promptly return or destroy all PHI, including electronic PHI, pursuant to 45 CFR 164.504(e)(2)(I), if it is feasible to do so, or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Recipient maintains such PHI.

8. Indemnification and Hold Harmless. Recipient agrees to defend, through attorneys approved by County, indemnify, and save harmless County and its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims, lawsuits, whether against Recipient, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property,

arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Recipient, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of County.

9. Insurance.

(a) Recipient, at Recipient's sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:

(1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

(2) Cyber liability/security and privacy insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) All insurance coverage Recipient is required to obtain and maintain will be primary coverage as respects County, and any insurance or self insurance maintained by County will be excess of Recipient's insurance coverage and except with respect to professional liability coverage, will not contribute to it.

(c) County is to be notified promptly if any aggregate insurance coverage is lowered below required limits. Recipient must purchase additional coverage to meet requirements.

(d) For the general liability insurance required above, County is to be named as additional insured as respects work done by Recipient under the terms of this Agreement (County of Ventura, 800 S. Victoria Ave., Ventura, CA 93009).

(e) Recipient agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Agreement.

(f) Policies will not be canceled, non renewed or reduced in scope of coverage until after thirty (30) days' written notice has been given by Recipient. Recipient will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division at 800 S. Victoria Ave., Ventura, CA 93009.

(g) Recipient agrees to provide County with the following insurance documents on or before the Commencement Date:

1. Certificates of insurance for all required coverage.
2. Additional insured endorsement for general liability insurance.

Failure to timely provide these documents, upon County's request, will be, at County's sole discretion, grounds for immediate termination of this Agreement or suspension of the Effective Date.

10. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the HIPAA Standards.

(c) Integration. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written.

(d) Waiver of Breach. The waiver of a breach of any term, condition, obligation, or agreement contained herein shall not be construed as a continuing or permanent waiver of that or any other breach of the same or of other terms, conditions, obligations or agreements contained herein.

(e) Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

(f) Amendments. No amendment to this Agreement shall be effective unless in writing and signed and dated by the parties hereto; however, this Agreement shall be deemed automatically amended to the extent necessary to comply with the HIPAA Standards.

(g) Assignment. This Agreement may not be assigned without the express written consent of the parties hereto.

(h) Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

(j) Notices. All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
HCA Administration
5851 Thille Street, 1st Floor
Ventura, California 93003

TO RECIPIENT: Ingeniousmed, Inc.
400 Galleria Pkway SE, Suite 1600
Atlanta, Georgia 30339

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

(k) Survival. The respective rights and obligations of the parties which by their clear meaning are to survive the termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY:

County of Ventura

RECIPIENT:

Ingenious Med, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____