

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

And

CAL POLY CORPORATION, dba CAL POLY PARTNERS, SAN LUIS OBISPO

This Memorandum of Understanding (MOU) is entered into by and between County of Monterey and Board of Trustees of the California State University through its campus Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo (Contractor). This MOU shall set forth the terms in which County of Monterey and Contractor intend to work together to promote and study cardiovascular health among pregnant women and infants.

Background

The National Institute of Health (NIH) has funded the Contractor through its Cal Poly Center for Health Research to promote and study cardiovascular health among pregnant women and infants. This is a seven-year research project involving more than 400 participants in California and Rhode Island enrolled in programs with evidence-based home health visitation services, such as the nonprofit Nurse Family Partnership and Parents as Teachers.

The grant is part of the NIH Early Intervention to Promote Cardiovascular Health of Mothers and Children (ENRICH) program to promote heart health and address health disparities in low-income pregnant and postpartum women and their infants living in low-resource communities.

The research will entail program development, implementation and evaluation of a new program designed to promote cardiac health in women and children. In collaboration with local home visiting partners, the program seeks to reduce such heart disease risk factors as obesity, sedentary lifestyles, smoking, poor diets, high blood pressure, and high glucose.

Contractor faculty, students, and staff from diverse disciplines are collaborating with counterparts at Brown University, a private research institution in Providence, Rhode Island, and other centers and home visiting programs to develop and evaluate the effectiveness of the heart health program relative to usual home visiting control group. The research team expects to develop and implement strategies around healthy eating, activity, obesity prevention and other cardiovascular health behaviors.

The objective of this research is to facilitate the prevention and treatment of cardiovascular health among pregnant and postpartum people and children.

Scope of Work

The Research project (“Project”) entitled “ENRICH” as described in Attachment A, shall be performed on a reasonable efforts basis.

TERMS AND CONDITIONS:

1. TERM

The term of this MOU shall become effective upon execution and terminate 06/01/2030 unless extended in writing executed by both County of Monterey and Contractor.

2. COMPENSATION

No funding will be associated with this agreement.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County of Monterey.

4. MUTUAL HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless County of Monterey, its officials, officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of Contractor's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

County of Monterey shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of County of Monterey's performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County of Monterey, its officers, agents or employees.

5. INSURANCE

Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition.

6. ALTERATION OF TERMS

The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

7. NOTICES

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

County of Monterey:

Name: Ella Harris
Title: Director of Public Health Nursing
Address: 1270 Natividad Rd, Salinas, CA 93906
Phone: (831)796-1279

Contractor:

Name: Darya Veach
Title: Director, Sponsored Programs
Email: sponprog@calpoly.edu
Phone: 805-756-1123

8. DISPUTE RESOLUTION

Any dispute resolution action arising out of this MOU shall be resolved in accordance with the laws of the State of California.

9. APPLICABLE LAW AND FORUM

This MOU shall be construed and interpreted according to California law.

10. TERMINATION

1. Termination without cause.
 - i. This Agreement may be terminated by either Party without cause upon thirty (30) days written notice.
2. Termination with cause.
 - i. This Agreement may be terminated immediately by either Party if the terms of this Agreement are violated in any manner.
3. Other grounds for termination.
 - i. In the event that any other Agreement, as being related to or necessary for the performance of this Agreement, terminates or expires, this Agreement may be terminated upon the effective date of the termination of that Agreement, even if such termination shall occur with less than thirty (30) days written notice.

11. PUBLICITY

The Corporation/University will not use the name of County of Monterey, or its employees, in any publicity without approval. County of Monterey shall not use the name of the University or Corporation, nor any of its employees, or other persons or entities affiliated with the project, in any publicity, advertising, or news release without the prior written approval of the authorized representative of the University or Corporation. The foregoing shall not apply to on-campus or internal County of Monterey newsletters and reports.

12. NON-DISCLOSURE

During the term of this Agreement, Contractor, San Luis Obispo representatives or staff may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the

termination, expiration or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply and ensure Contractor's representatives or staff comply with state and federal requirements regarding confidentiality of patient information (including but not limited to Civil Code Section 56 et seq., the Confidentiality of Medical Information Act, Title 45, Code of Federal Regulations, section 205.50 for Medi-Cal eligible patients, and the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164). Cal Poly shall comply and ensure representatives or staff comply with all applicable patients' rights regulations and statutes. This provision shall survive the termination, expiration or cancellation of this Agreement.

Attached to this Agreement as Attachment B and incorporated by reference, is a Business Associate Agreement as required by the HIPAA.

13. NO DELEGATION OR ASSIGNMENT

County of Monterey and Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of the other party and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor or County of Monterey.

14. SIGNATURE AUTHORITY

Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original.

15. MISCELLANEOUS

There are no third-party intended beneficiaries of this Agreement. No provision of this Agreement may be waived or modified except in an amendment to this Agreement signed by both parties. No waiver shall be implied from the passage of time, and no waiver shall be construed to constitute an ongoing waiver.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

Contractor:

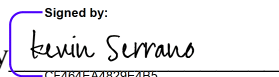
Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo
Darya Veach, Director, Sponsored Programs

Signature:  Date: 3/16/2026 | 10:08 AM PDT

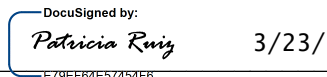
COUNTY OF MONTEREY

By : _____
Elsa M. Jimenez, Director of Health Services

Approve as to Form

By  3/20/2026 | 3:46 PM PDT
Count Counsel

Approved as to Fiscal Provisions

By  3/23/2026 | 7:13 AM PDT
Auditor/Controller

EXHIBITS/ATTACHMENTS:

ATTACHMENT A: ENRICH National Institute of Health Study

ATTACHMENT B: HIPAA Business Associate Exhibit

ATTACHMENT A
ENRICH
National Institute of Health (NIH) Study

As used in this Attachment A, terms such as we/us/our/ours refer to Contractor and not County of Monterey.

The goal of ENRICH is to determine the effectiveness of combining pre- and postnatal lifestyle interventions with established and sustained evidence-based home visiting programs, Parents as Teachers, Healthy Families America and Nurse Family Partnership, to reduce cardiovascular disease risk factors in Hispanic and non-Hispanic birthing women and children. During the initial 2-year phase, we will work with our home visiting partners in the development of a high-impact heart health program. During the subsequent 5-year phase, we will conduct a Hybrid Type 1 effectiveness-implementation trial in which we recruit 411 perinatal women (206 in CA and 205 in RI) who are randomized to receive a usual home visiting program or usual home visiting with heart health content integrated into the curriculum.

ENRICH is important for public health for many reasons

- The program has outstanding potential for reducing cardiovascular disease risk factors and interrupting the intergenerational transmission of obesity and cardiovascular disease risk factors in socially disadvantaged, Hispanic and non-Hispanic populations at high risk of cardiovascular disease morbidity and mortality.
- Our model of enhancing home visiting is very likely to have a sustained impact because it is part of an established home visiting infrastructure that has been in place for several years, ensuring sustainability of the implementation context.
- The approach has great potential to reduce the healthcare sector and societal health costs associated with cardiovascular disease.

Overall Procedures

1. Home visiting agency staff will provide clients with program brochures related to the ENRICH program.
2. If a client agrees to receive more information regarding ENRICH, home visiting agency staff will fill out or provide the client an ENRICH Referral Form for voluntary client consent to be contacted. Forms will be provided to Contractor representatives who will contact the client to provide more detailed information about the program. Forms may be completed electronically or using paper and pencil method.
3. Contractor representatives shall conduct all research-related activities, including screening, consenting, and assessments. Home visiting agency staff shall not conduct research activities, obtain research consent, or collect research data, and shall deliver curriculum content solely as part of routine home visiting services when assigned to the intervention group.
4. Home visiting agency may provide limited administrative information only (e.g., updated contact information or appointment attendance status) and shall not disclose Protected Health Information (PHI) or sensitive clinical information unless expressly authorized by the client through a HIPAA-compliant authorization and permitted under the Business Associate Agreement.

5. When feasible, home visitors will attend training sessions describing the ENRICH heart health curriculum and provide the curriculum to their clients, if assigned to the intervention group.
6. Contractor will answer client questions related to ENRICH and refer clients to home visiting agency staff if a client's questions are related to home visitation matters and care.
7. Participation in ENRICH is entirely voluntary, and a client's decision to participate or not participate shall not affect eligibility for, access to, or quality of home visiting services.

Cal Poly representatives will abide by the following procedures:

1. Coordinate with home visiting personnel regarding scheduled visits by Contractor personnel to clinics for training, recruitment, or other purposes.
2. Inform home visiting agency of a client's participation in the study.
3. If assigned to the intervention group, provide home visitors with access to the ENRICH curriculum to deliver to their clients who have enrolled in the ENRICH intervention.
4. Provide home visitors with opportunities to attend training sessions describing the ENRICH heart health curriculum.
5. For clients who have provided informed consent and volunteered to participate in ENRICH, Contractor may provide a limited scope of information about the client's measures to home visiting agency staff in accordance with institutionally approved protocols. "Limited Scope of Information" means non-clinical, non-diagnostic administrative data necessary to support study coordination, including enrollment status and visit attendance, excluding medical records, diagnoses, treatment details, lab results, or billing information, unless otherwise authorized in writing by the participant and permitted under HIPAA.
6. Maintain strict confidentiality of all participant records and ensure all HIPAA requirements are met throughout research study procedures.

Home visiting agency (County of Monterey) representatives will abide by the following procedures:

1. Offer (and not require) evidence-based home visiting clients the opportunity to participate in ENRICH.
2. Home visiting agency may provide information about a client (e.g., contact information changes, attendance, or other information) to Contractor ENRICH staff in accordance with institutionally approved protocols and client consent.
3. When feasible, attend training sessions describing the ENRICH heart health curriculum prior to delivering any ENRICH-related content, and deliver curriculum only after completing such training to ensure fidelity and support informed delivery of content.

Attachment B
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Contractor (“County”) wishes to, or may, disclose to Cal Poly Corporation, San Luis Obispo (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Cal Poly Corporation, San Luis Obispo. (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

I. The Parties acknowledge that research activities do not exempt the Business Associate from compliance with HIPAA, state privacy laws, or County security requirements, regardless of IRB approval.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County. PHI shall not be used for secondary research, future studies, training datasets, publications, or grant applications without separate written authorization from County and the individual, as applicable.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Use and disclosure for management and administration shall not include storage in non-approved systems, cloud platforms, or personal devices, and shall remain subject to minimum necessary standards.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County Health Department Compliance Officer. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Without unreasonable delay and no later than seventy-two (72) hours of the discovery***, to notify the County:

- i. What data elements were involved, and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications. Business Associate shall not notify regulators, funding agencies, or the media regarding any breach involving County PHI without prior written approval from County, except where notification is expressly required by law and time-sensitive.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Monterey Health Department
Administration Bureau
Attn: HIPAA Compliance Officer
Shiba Sumeshwar
sumeshwarsd@countyofmonterey.gov

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

E. ***Subcontractors.*** Business Associate shall not engage any subcontractor that creates, receives, maintains, or transmits County PHI without prior written approval from County and execution of a written agreement imposing the same HIPAA and security obligations contained herein.

IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Compliance Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still

maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall certify in writing the return or destruction of all PHI, including PHI held by subcontractors, within 30 days of contract termination, unless otherwise approved in writing by County.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***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 this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights,

remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII. C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed

upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. ***Removal of Data.*** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. ***Faxing.*** Faxes containing County PHI shall not be left unattended and fax

machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.