

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
SECOND AMENDMENT AGREEMENT FOR SERVICES**

This second amendment (2<sup>nd</sup> Amendment) to Agreement 22-177 is made and entered into on \_\_\_\_\_, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and **Superior Court of California, County of Kings (“Court”)** a “Party,” collectively the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into the Agreement No. 22.177 on October 11, 2022;

WHEREAS, under Agreement No. 22-177, the County, through its Behavioral Health Department (“KCBH”) coordinates with the Court to facilitate the provision of services and participation of individuals in the Kings County Veterans Court, the Kings County Behavioral Health Court, the Kings County Co-Occurring Court and the Kings County Drug Court, collectively known as the Collaborative Justice Treatment Court (“CJTC”);

WHEREAS, Section 4 of Agreement No. 22-177, authorizes the Parties to modify terms of Agreement No. 22-177, by written amendment, signed by the Parties;

WHEREAS, the parties entered a First Amendment to the Agreement on June 27, 2023 (the “1st Amendment”), extending the terms of the agreement to June 30, 2024;

WHEREAS, the Parties desire to continue to coordinate their efforts and intend to amend Agreement No. 22-177 to extend the term of Agreement for one (1) additional year, and incorporate into the agreement the County of Kings HIPAA Business Associate Agreement.

NOW, THEREFORE, the Parties Agree as follows:

**1. SECTION 1 OF AGREEMENT NO. 22-177 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:**

The Parties shall perform the services as set forth in the Scope of Work attached as **Exhibit A, A-1, and A-2.**

**2. SECTION 2 OF AGREEMENT NO. 22-177 IS REPLACED IN IT ENTIRETY WITH THE FOLLOWING:**

The County shall pay the Court on a quarterly basis no later than fifteen (15) business days following receipt of a written quarterly invoice. The County will draw a warrant in favor of the Court in the amount of the invoice for expenditures incurred as outlined in the Court’s Budget, attached as Exhibits B, B-1, and B-2. The Court shall not

be reimbursed for the services beyond pursuant to the Scope of Work (Exhibits A, A-1, and A-2).

**3. SECTION 3 OF AGREEMENT NO. 22-177 IS AMENDED TO ADD:**

This agreement shall be extended for one (1) additional year beginning July 1, 2024 and terminating June 30, 2025.

**4. Exhibit A-2** attached to this 2<sup>nd</sup> Amendment is added to Agreement No. 22-177.

**5. Exhibit B-2** attached to this 2<sup>nd</sup> Amendment is added to agreement No. 22-177.

**6. Exhibit C** attached to this 2<sup>nd</sup> Amendment is added to agreement No. 22-177.

**7.** The recitals and exhibits are integral to and incorporated into this 2<sup>nd</sup> Amendment by this reference.

**8.** All other terms and conditions of Agreement No. 22-177 remain in full force and effect.

**9.** The Parties may execute this 2<sup>nd</sup> Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.

**10.** Each signatory below represents it is authorized to enter into this 2<sup>nd</sup> Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this 2<sup>nd</sup> Amendment the day and year first written above.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

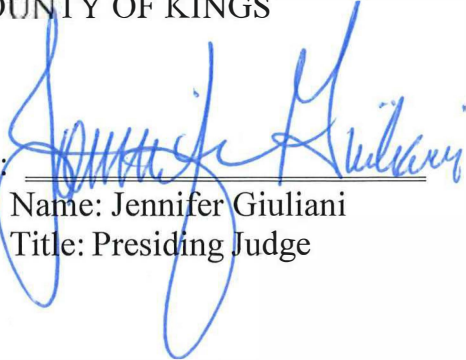
**SIGNATURES ARE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF KINGS

By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By:   
Name: Jennifer Giuliani  
Title: Presiding Judge

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By: Sarah Poots  
813BB3CAD3655817F55583489257E37C readysign 04/25/2024  
Sarah Poots, Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Willie Barrera  
BABD9E472141B040F9AE9902095423E4 readysign 04/25/2024  
Willie Barrera, Deputy County Counsel

- Exhibits/Attachments:  
**Exhibit A-2:** Scope of Work  
**Exhibit B-2:** Compensation/Fees  
**Exhibit C:** HIPPA BAA & Date Security

## EXHIBIT A-2

### SCOPE OF WORK

July 1, 2024 – June 30, 2025

The Court shall provide services in furtherance of the CJTC Program Goals and Objectives.

#### **A. Program Goals and Objectives**

The CJTC Program is specifically designed for Kings County defendants/offenders who have a primary diagnosis of substance use, mental health, or co-occurring disorders. CJTC uses a drug court model with an integrated trauma-informed approach that provides participants access to a continuum of substance use and mental health treatment as an alternative to incarceration. CJTC Program goals and objectives include:

- a. Goal 1:** Reduce recidivism and other crimes related to substance abuse (e.g. public nuisance, domestic violence, etc.) of Kings County offenders with substance abuse and co-occurring mental health and substance abuse disorders.
  - i.** Objective 1: Enhance a collaborative, problem-solving drug court that utilizes a multidisciplinary approach to meeting the complex treatment needs of the target population.
  - ii.** Objective 2: Engage the target population in a non-adversarial and trauma-informed judicial process to oversee court-ordered substance abuse and co-occurring treatment.
  - iii.** Objective 3: Identify and enroll target population early into the drug-court program.
  - iv.** Objective 4: Decrease criminal justice involvement of program participants.
  
- b. Goal 2:** Reduce substance use and abuse and promote recovery among program participants through the provision of evidence-based, trauma-informed, therapeutic treatment services.
  - i.** Objective 1: Increase abstinence or a reduction in substance abuse through the provision of evidence-based, trauma-informed substance abuse outpatient and intensive outpatient treatment.
  - ii.** Objective 2: Provide education and case management that supports offenders to develop an understanding of the connection

between their substance use and trauma history on the behavioral choices they make that contribute to their criminogenic risk.

- iii. Objective 3: Increase self-sufficiency of program participants through the provision of recovery support services before, during, and after criminal justice involvement (e.g. employment rates, housing stability, individual and family functioning, social connectedness, etc.).
- iv. Objective 4: Decrease the impact of co-occurring mental health and substance abuse disorders on program participants through the provision of coordinated substance abuse and mental health treatment services.

c. **Goal 3:** Enhance collaboration and systems integration through problem-solving across departments and other program partners.

- i. Objective 1: Increase collaborative and coordinated responses to the complex treatment needs of offenders with substance abuse or co-occurring mental health and substance abuse disorders.
- ii. Objective 2: Increase interdisciplinary treatment team collaborative treatment plan revisions as participants progress through the drug court interventions.

d. **Goal 4:** Improve participants' family functioning outcomes through the provision of evidence-based, trauma-informed, therapeutic treatment services.

- i. Objective 1: Increase participants' family functioning outcomes as participants' progress through the drug court interventions.
- ii. Objective 2: Increase children of participants' health and educational outcomes as their parents receive drug court interventions.

## **B. Description of Services**

The Court shall:

- a. Establish a specialized court docket for CJTC including Behavioral Health Court, Co-Occurring Court, Drug Court, and Veterans Court.
- b. Schedule, staff and facilitate weekly courtroom hearings for each specialized CJTC Court.

- c.** Facilitate weekly pre-treatment meetings prior to the scheduled courtroom hearings.
- d.** Allocate the necessary Court staff and implement a system that supports effective calendar management for CJTC.
- e.** Work with KCBH to develop and continually strengthen a system to track and establish baseline data for future funding, on-going needs, and the outcomes of cases.
- f.** Engage in all CJTC strategic planning with Kings County Behavioral Health (KCBH) and other partnering organizations to ensure sustainability for CJTC.
- g.** Designate staff to provide ongoing consultation with KCBH staff to ensure accurate scheduling.
- h.** Participate in the development of operational standards and polices for CJTC in conjunction with the other participating agencies.

## EXHIBIT B-2

### BUDGET NARRATIVE

**Courtroom Clerk I & II:** Courtroom clerks that oversee the courtroom proceedings in and out of the courtroom. Sets and maintains schedule of court events; attends court sessions and records minutes of court proceedings; prepares, certifies and routes documentation to establish sentencing disposition of defendants; notifies Probation Department of verdicts and dates of sentencing; docketts criminal cases; completes Register of Action cards; types a variety of legal documents and records of court activities; schedules future calendar matters for attorneys; receives, labels, securely stores and routes court exhibits and evidence; sets hearings and accepts filings for courtroom proceedings; administers oaths; orders and/or cancels juries; records jury attendance; impanels juries; prepares record of billing and/or reimbursement claims for juror expenses; prepares, types, files and distributes legal documents and correspondence to reflect judicial decisions; maintains jury instructions; maintains statistics to assist in preparation of Judicial Council reports; sets up and maintains tickler files for court cases taken under submission; reviews and maintains judicial case files; files case documents; researches and responds to inquiries regarding cases and court-related matters; issues and distributes bench warrants; recalls bench warrants at the direction of the Judge or Commissioner; prepares and mails disposition notices of daily court proceedings; orders and maintains inventory of courtroom supplies and legal forms; orders bail reviews and formal sentencing reports; may assist in training new staff; compiles and verifies information to produce master calendar; revises master calendar as changes occur; prepares minutes for use in courtroom; sets court cases for trial; verifies accuracy of daily calendars for Court purposes; and ability to comprehend and analyze legal codes and terminology. (Essential duties may vary from position to position within classifications. Reasonable accommodation will be made when requested and determined by the Court to be appropriate under applicable law.

**Court Service Clerk:** Calendar: Court Clerk responsible for managing the court calendar.

**Court Service Clerk Processing:** Court Clerk responsible for maintaining the court file in the case management system and making sure it is ready for trial. This position issues legal documents for all case types; enters, processes and docketts judgments; enters legal documents into Register of Action for court proceedings; reviews legal documents to determine acceptance or rejection; researches and provides information by telephone, in person and in writing; opens appropriate court case

files; types a variety of legal documents and notices; certifies legal documents as necessary; accepts and receipts fines, fees, payments and cash bail; processes traffic tickets; enters data and statistics on computer; prepares calendar to process cases through court; prepares preliminary information for court minutes; routes legal documents and copies to appropriate agencies, individuals and County departments; pulls files for courtroom use; checks and balances traffic transaction log; closes cases and files including reporting convictions as appropriate; orders and processes jury lists; photocopies and files documents and correspondence; prepares bank deposits; maintains accounts receivable and/or trust accounts; may process appeals to permit higher court review; may perform courtroom duties including case docketing; receives cash or bail bonds; receives, opens and distributes mail; receives and file stamps legal and other documents to initiate case processing; orders and maintains supplies; orders court reporters and interpreters; purges and destroys outdated records; files counter arraignments; may notify judicial council of judge disqualifications; may assist in training new staff; may perform courtroom duties as a secondary assignment, and perform all other duties relevant.

**Courtroom Services Manager:** Manager that has oversight of the Courtroom Clerks.

**Court Operations Manager:** Manager that has oversight of Supervisor and Court Services Clerks responsible for file management and file management.

**Court Services Supervisor:** Supervising Clerk that has direct oversight of the Court Service Clerks and reports to the Court Operations Manager. This position Plans, assigns, supervises, coordinates, reviews, and evaluates the work of the Court Services Clerk series; ensures adequate coverage for all legal processing, courtroom, and judicial services activities; Trains staff in legal terminology and procedures, document processing, and division job related duties; reviews work in progress and upon completion; Identify, develop and implement new methods and procedures as needed to facilitate court goals, policies and objectives; Participates in the selection of staff, appraises employee performance; conducts coaching and mentoring on work issues; recommends disciplinary actions of staff to the Deputy Court Administrator; Assists in the development and implementation of procedures and work standards for staff, ensuring that work is performed in a timely and professional manner; Monitors changes in laws, policies, and procedures that impact work; recommends procedural improvements and implements them after approval; assists in communicating procedures to staff; Answers complex and difficult legal or procedural questions related to document processing and courtroom operations; advises attorneys, public agencies, and the general public regarding the status of legal cases and procedural information; applies departmental policy to resolve



conflicts with customers; Prepares and maintains statistical and narrative reports related to activity and work of the division; Provides input into development of budget for the division; Establish and maintain cooperative working relationships with Judicial Officers, staff, other agencies and the public; Researches and interprets application of laws and regulations for questions on legal and/or procedural issue; and Performs other related duties as assigned.

**Interpreter:** Court Interpreter (or possibly a contract interpreter if the court employee isn't available) that is available to provide interpreter services during court.

**Interpreter/Coordinator:** Court Interpreter that acts as the coordinator for needed services and schedules the services of an interpreter as needed.

**Court Reporters:** Contract Court Reporters that keep the record during court.

**Entrance Screening:** Contracted security services for screening of the public entering the court buildings. Personnel run the x-ray and metal detectors as well as patrolling and observing all public areas in and out of the building.

Exhibit B-2

**Collaborative Courts - Substance Abuse - Kings County Superior Estimated Court Budget Eff 7/1/2024**

Position	% of FTE	Hrly Rate Salary & Benefits	Annual	hours	Quarterly Est
Courtroom Clerk II	20%	47.61	19,806	416	4,951.44
Calendar Clerk CSC II	10%	42.43	8,825	208	2,206.36
Processing Clerk CSC I	10%	40.12	8,345	208	2,086.24
Courtroom Services Manager	10%	60.61	12,607	208	3,151.72
Court Operations Manager	5%	66.43	6,909	104	1,727.18
Court Operations Supervisor	5%	46.19	4,804	104	1,200.94
Interpreter	15%	42.07	13,126	312	3,281.46
Interpreter/Coord	3%	76.67	4,784	62.4	1,196.05
<b>Total Personnel Costs</b>			<b>79,206</b>		<b>19,801.39</b>
Ct Reporters Per Diem (using FY23-24 average as of Q2)		<i>Per Diem Effective 7/1/23 \$350.00</i>	28,700		7,175.00
Court Reporter Transcripts (using FY23-24 average as of Q2)			1,000		250.00
<b>Total Court Reporter Cost</b>			<b>29,700</b>		<b>7,425.00</b>
<b>Total</b>			<b>108,906</b>		<b>27,226.39</b>
<i>FY 22-23 Approved Judicial Council ICRP 18.08% (effective until new rate is calculated for FY 23-24)</i>			<b>18.08%</b>	14,320	3,580.09
<b>Total Budget - FY24-25</b>			<b>123,226</b>		<b>30,806.48</b>

## **Exhibit C**

### **County of Kings HIPAA Business Associate Agreement**

#### **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 Health Insurance Portability Act regulations").

B. The County of Kings ("County") wishes to, or may, disclose to Superior Court of California, County of Kings ("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, Superior Court of California, County of Kings as the Business Associate of County 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.

## Exhibit C

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

### II. Permitted Uses and Disclosures of PID 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.

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.

2) *Type of Services to be Provided by the Business Associate.* BAA will coordinate with the Court to facilitate the provision of services and participation of individuals in the Kings County Veterans Court, the Kings County Behavioral Health Court, the Kings County Co-Occurring Court, and the Kings County Drug Court, collectively known as the Collaborative Justice Treatment Court (CJTC) . Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

### 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.

## Exhibit C

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 ITSD Help Desk. 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. **Within 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

## Exhibit C

County shall approve the time, manner and content of any such notifications.

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 Kings  
Administration  
Attn: - HIPAA Compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2377

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.

#### 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

## **Exhibit C**

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 Privacy 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 C**.

### **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

## Exhibit C

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.

### 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



## Exhibit C

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 exploited.

**F. Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted 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 30 days of vendor release.

**I. User IDs and Password Controls.** All users must be issued a unique username 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 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 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 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.