

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

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

This first amendment (“1st Amendment”) to Agreement No. 22-180 is entered into on \_\_\_\_\_, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and **Kings County Commission on Aging a California nonprofit corporation** (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the County and Contractor entered into the Agreement No. 22-180, that commenced on July 1, 2022 for the provision of Senior Access for Engagement (“SAFE”) outreach and referral services for older adults in accordance with the Mental Health Services Act (“MHSA”); and WHEREAS, the Section 6 of Agreement No. 22-180 authorizes the Parties to modify the terms of the Agreement by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 22-180 to revise the scope of work, the budget, to extend the term of Agreement for an additional two (2) years, and to incorporate into the Agreement the County HIPAA Business Associate Agreement and National CLAS standards;

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3 of the Agreement No. 22-180 is replaced in its entirety with the following:

County shall pay Contractor a maximum of \$253,750 for fiscal year (“FY”) 2022/2023, \$253,750 for FY 2023/2024, \$255,000 for FY 2024/2025, and \$255,000 for FY 2025/2026 and as reflected in, and in accordance with **Exhibits B and B-1**, attached to this Agreement. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibits B and B-1**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County’s Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County

reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

2. Section 4 of the Agreement is replaced in its entirety with the following:

This Agreement commences on July 1, 2022, and terminates on June 30, 2026, unless otherwise terminated in accordance with its terms. This Agreement is retroactive from July 1, 2022.

3. **Exhibit A** to Agreement No. 22-180 is replaced with **Revised Exhibit A** attached to this 1st Amendment. Any reference throughout Agreement No. 22-180 and its exhibits to “Exhibit A” is replaced with “**Revised Exhibit A**”.

4. **Exhibit B–1** attached to this 1<sup>st</sup> Amendment is added to Agreement No. 22-180.

5. **Exhibit D** attached to this 1<sup>st</sup> Amendment is added to Agreement No. 22-180.

6. **Exhibit E** attached to this 1<sup>st</sup> Amendment is added to Agreement No. 22-180.

7. The recitals and exhibits are an integral part of this 1<sup>st</sup> Amendment and are incorporated into this 1<sup>st</sup> Amendment by this reference.

8. All other terms and conditions of Agreement No. 22-180 remain in full force and effect.

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

Each signatory below represents it is authorized to enter into this 1st Amendment and bind the Party that its signature represents. IN WITNESS WHEREOF, the Parties executed this 1<sup>st</sup> Amendment on the day and year as set forth above.

COUNTY OF KINGS

KINGS COUNTY COMMISSION ON AGING

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

*Bobbie Wartson*  
By: 87193A70302D5122F452C4A22317AF99 readysign **04/29/2024**  
Bobbie Wartson  
Executive Director

ATTEST

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

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

*Sarah Poots*  
By: 813BB3CAD3655817F55583489257E37C readysign **04/29/2024**  
Sarah Poots, Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

*Willie Barrera*  
By: BABD9E472141B040F9AE9902095423E4 readysign **04/29/2024**  
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:

**Revised Exhibit A:** Scope of Work

**Revised Exhibit B:** Compensation/Fees

**Exhibit D:** HIPPA

**Exhibit E:** CLAS

## **Revised Exhibit A**

### **KINGS COUNTY BEHAVIORAL HEALTH** Mental Health Services Act (MHSA) Program

### **KINGS COUNTY COMMISSION ON AGING** **SENIOR ACCESS FOR ENGAGEMENT (SAFE) OUTREACH & REFERRAL SERVICES**

#### SCOPE OF WORK

July 1, 2022 – June 30, 2026

CONTRACTOR shall provide SAFE program services for the older adult population in the locations of the Kings County Commission on Aging Office and outlying regions of the county as determined by Behavioral Health Department and agreed upon by both parties through the following activities, individual sessions, and coordination of groups and events:

- a. CONTRACTOR shall develop and implement all case management protocols and procedures (including written consent/release of information) necessary to implement the requirements of the MHSA SAFE Program.
- b. CONTRACTOR shall promote active involvement within the older adult population by providing Outreach and Engagement services that meet their specific needs and provide documentation of reaching a minimum of 200 unduplicated participants. Services shall include:
  1. CONTRACTOR shall provide outreach and engagement services including but not limited to nutritional services that include psycho-education classes, visitation, referrals, outreach material distribution, support groups or visiting circles. Topics to be covered include information about caregiver support, depression, and self-care.
  2. CONTRACTOR shall intervene and assess the immediate needs of Older Adults thought to be suffering from serious mental illness; linking them and their families to program services. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health.
  3. CONTRACTOR shall develop family, caregiver and community outreach with healthy and non-isolative activities that are conducive to healing, understanding grief and loss, behavior modification, individual empowerment, consumer, family member, and caregiver's wellness.

4. CONTRACTOR shall utilize programs such as Meals on Wheels and Kings County Gleaners to access and make contact with isolated seniors at their homes.
  5. CONTRACTOR shall provide access and assistance to Older Adults isolated at their homes for transportation to medical appointments.
- c. CONTRACTOR shall coordinate with County agencies and community partners to establish and maintain services which will ensure a seamless continuity of treatment services, monitoring, and reporting.
- d. CONTRACTOR shall implement and utilize the Q/A process of the PHQ-9 Depression Scale to assess individuals for hopelessness and depression. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health. Referral services shall include engaging Behavioral Health for an assessment, intervention, or on-going counseling. Referrals may also include the assignment of a Recovery Support Coordinator from Behavioral Health to assist in a wellness plan with a consumer.
- e. CONTRACTOR shall track all contacts, outreach, cases opened and closed, demographics of individuals served, and activities associated with the funding from Behavioral Health to implement the SAFE Program.
- f. CONTRACTOR shall develop, encourage, coordinate, participate, and/or lead outcome activities that relate specifically to change in attitudes, perceptions, and level of risk in senior citizens who receive services.
- g. CONTRACTOR shall document and report all participant demographical information including age, gender, race, primary language, veteran status, sexual orientation, and any disabilities, by utilizing/completing the Demographics Survey provided by Behavioral Health. Additionally, note if existing or new participant, etc. and report on a quarter basis to Behavioral Health.
- h. CONTRACTOR shall fully cooperate with all required reporting requested. The CONTRACTOR shall provide the County and State with such information and reports as they shall require, including the information necessary to prepare the following if needed, and/or requested:
1. Monthly and annual monitoring program reports.
  2. Fiscal reports required by County and State.
  3. Monthly Invoices for expenditures incurred with activity report for the program.
  4. Other data or cost reports as requested by County.

Exhibit B-1

<b>Vendor Name: Kings County Commission on Aging</b>		
<b>Program Name: SAFE Program</b>		<b>7/1/24 to 6/30/25</b>
	<b>BH-SAFE</b>	<b>Totals</b>
<b>Income</b>		
Kings County Mental Health	<b>255,000</b>	<b>255,000</b>
Total Income	<b>255,000</b>	<b>255,000</b>
Personnel		
Director		
Administrative Assistant		
Program Clerk		
Community Service Social Worker		
Gleaners Program Aide		
Total Salary	<b>155,000</b>	<b>155,000</b>
Tax/Fringe Benefits		
Payroll Taxes/Benefits	30,250	30,250
Total Personnel Costs	<b>185,250</b>	<b>185,250</b>
<b>Operating Expenses</b>		
Employee Travel & Training	1,500	1,500
Advertisings	200	200
Car Expenses	3,900	3,900
Communication	3,500	3,500
Insurance	8,000	8,000
Maintenance / Repairs	600	600
Membership/Subscriptions	350	350
Postage	250	250
Printing	500	500
Armona Lease	30,000	30,000
Professional Services/Legal Services	11,100	11,100
Utilities	3,000	3,000
Supplies	3,100	3,100
Client Support	3,300	3,300
Vol. Personnel Expenses	200	200
Volunteer Travel	100	100
Vol Recognition	150	150
Total Operating Expenses	<b>69,750</b>	<b>69,750</b>
<b>Grand Total Expenses</b>	<b>255,000</b>	<b>255,000</b>

Exhibit B-1

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## **Exhibit D**

### **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 Kings County Commission on Aging ("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, Kings County Commission on Aging 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 D

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 provide SAFE program services for the older adult population in the locations of Kings County Commission on Aging Office and outlying regions of the county as determined by KCBH and agreed upon by both parties. 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.

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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 D

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 D

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 D

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 D

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 (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.

# National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

## Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

## Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

## Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

## Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.



# The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.<sup>1</sup> Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,<sup>2</sup> such as socioeconomic status, education level, and the availability of health services.<sup>3</sup>

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.<sup>4</sup>

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.<sup>5,6</sup> By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities<sup>7</sup> and the National Stakeholder Strategy for Achieving Health Equity,<sup>8</sup> which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

**Of all the forms of inequality, injustice in health care is the most shocking and inhumane.**

— Dr. Martin Luther King, Jr.

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