

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)
AND
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)
FOR HEALTH CARE AND CHILD WELFARE SERVICES DATA**

I. PURPOSE

The California Department of Social Services (CDSS), the California Department of Health Care Services (DHCS), and the undersigned California county (County) or Title IV-E tribe (Tribe) wish to exchange data for the purpose of the County's or Tribe's performance of health oversight activities as described *infra*, and hereby agree to the following terms and conditions.

II. SCOPE OF WORK

Data Use and Disclosure for Purposes of Health Oversight

The County or Tribe hereby represents that it is a "health oversight agency," as defined in 45 C.F.R. Section 164.501, seeking data pursuant to this Memorandum of Understanding (MOU) for the purpose of health oversight activities specifically defined in 45 C.F.R. Section 164.512(d) and pertaining to the treatment of children/youth in foster care with psychotropic medications.

The parties to this MOU agree to the exchange of both confidential and non-confidential data for the limited purpose of "health oversight activities," as specifically defined in 45 C.F.R. Section 164.512(d) and pertaining to the treatment of children/youth in foster care with psychotropic medications, including audits; civil, administrative or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of:

- (i) The health care system;
- (ii) Government benefit programs for which health information is relevant to beneficiary eligibility;
- (iii) Entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards; or
- (iv) Entities subject to civil rights laws for which health information is necessary for determining compliance.

The above-described data use and disclosure in this MOU is intended to facilitate the ability of a county or tribe to receive and use the matched data from CDSS and DHCS for purposes of health oversight activities only. A party requesting data under this MOU shall clearly indicate this purpose in their written data request submitted to CDSS and DHCS.

III. INFORMATION RESPONSIBILITIES

A. Protection of Confidential Data

The County or Tribe receiving confidential data furnished by CDSS and/or DHCS pursuant to this MOU shall use and/or disclose such data in accordance with all applicable federal and state privacy and security laws. The County or Tribe shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the data furnished pursuant to this MOU.

B. Security Incident, Unauthorized Disclosure, or Breach of Confidential Data

The County or Tribe shall immediately investigate any security incident, breach, or unauthorized use or disclosure of confidential data provided under this MOU. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure, the County or Tribe shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment, and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The County or Tribe shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach, or unauthorized use or disclosure.

IV. TERM

This MOU may be terminated at any time upon providing written notice to the other parties.

V. EXECUTION


The County or Tribe executing this MOU shall indicate on its signatory page the departments or divisions within that County or Tribe that are designated to receive data pursuant to this MOU for the health oversight activities described herein.

This MOU is not effective until signed by all parties.

California Department of Social Services

By:  Date: 11/30/2016
Will Lightbourne, Director

California Department of Health Care Services

By:  Date: 12/2/16
Jennifer Kent, Director

SIGNATURE PAGE FOR Monterey **COUNTY/TRIBE**

By: _____ Date: _____

Title: Director Department: MCDSS

The following department, division, or agency staff within Monterey County/Tribe are hereby designated to receive data under this MOU solely for health oversight purposes, and shall not be permitted to receive or use data for any other purpose or activity:

Requestor Name	E-Mail	Phone Number
Noel Salas	salasn@co.monterey.ca.us	831-783-7081
Navneel Premial	premiain@co.monterey.ca.us	831-783-7620
Daniel Bach	bachd@co.monterey.ca.us	831-796-3525

AK
AK Baertu
Dpp COO
4-11-17

ASST
Asst. Audi-Controller
4/17/17