

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF VENTURA AND THE DEPARTMENT OF STATE HOSPITALS

The federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires a Memorandum of Understanding (MOU) between governmental entities with respect to the receipt, access, use and disclosure of protected health information (PHI) as defined in 45 C.F.R. § 160.103. The County of Ventura (County) and the Department of State Hospitals (DSH) intend this Agreement to act as the MOU pursuant to 45 C.F.R. § 164.504(e)(3)(i)(A), which will serve as the basis for handling and safeguarding health information provided by County to DSH in the course of receiving services set forth in the Early Access and Stabilization Services Agreement, Agreement #21-79016-000. This Agreement further sets forth the obligations of DSH to access, use, and disclose PHI.

"Covered entity", "business associate" and "PHI" shall have the same meaning as defined in 45 C.F.R. § 160.103. "Hybrid entity" shall have the same meaning as defined in 45 C.F.R. § 164.103. "Covered component" shall have the same meaning as "health care component" as defined in 45 C.F.R. § 164.103. "Security incident" shall have the same meaning as defined in 45 C.F.R. § 164.304. "Breach" shall have the same meaning as defined in 45 C.F.R. § 164.402.

County and DSH agree to the following:

DSH is responsible for protecting the confidentiality of PHI and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits consistent with federal laws and standards, the Statewide Information Management Manual (SIMM), and the State Administrative Manual Chapter 5300 (SAM). In furtherance of this responsibility, DSH will ensure that its workforce complies with all applicable state and federal requirements, as well as the restrictions and conditions set forth in this Agreement.

DSH shall ensure in a written agreement that any agent, contractor, or subcontractor to whom it provides County provided PHI, agrees to implement reasonable and appropriate safeguards to protect data consistent with federal and state laws, including but not limited to, the Information Practices Act and HIPAA. This Agreement shall satisfy this requirement between County and DSH.

Upon County's knowledge of a material breach or violation of this MOU by DSH, County shall provide an opportunity for DSH to cure the breach or end the violation and terminate the agreement if DSH does not cure the breach or end the violation within the time specified by Contractor and agreed to by DSH.

DSH shall use any necessary administrative, technical and physical safeguards to protect the confidentiality, integrity, and availability of data transmitted or accessed from source systems. DSH shall comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use and disclosure not permitted or required by this Agreement, the Early Access and Stabilization Services Agreement, Agreement #21-79016-000 or as required by law.

DSH shall immediately report in writing to the County contacts below, any security incident or breach of which it becomes aware. DSH shall also immediately notify County in writing of any use or disclosure of PHI inconsistent with this Agreement of which it becomes aware:

County Privacy/Compliance Officer	County Information Security Officer
Brian Brooks Ventura County Sheriff ITSD/SSB 800 S. Victoria Ave. Ventura, CA 93009 Email: Brian.Brooks@ventura.org Telephone: 805-383-8746	Brian Brooks Ventura County Sheriff ITSD/SSB 800 S. Victoria Ave. Ventura, CA 93009 Email: Brian.Brooks@ventura.org Telephone: 805-383-8746
DSH Chief Privacy Officer	DSH Chief Information Security Officer
Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: DSHSacLegalPrivacy@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

DSH shall not further disclose PHI unless required or permitted by law including, but not limited to, activities permitted under 45 C.F.R. § 164.504(e) for its proper management and administration and to carry out its legal obligations.

DSH shall not use software to identify patterns in large batches of data for any purpose not specified in the agreement or permitted under this MOU. Permitted activities include those activities permitted under 45 C.F.R. § 164.504(e) for its proper management and administration and to carry out its legal obligations.

DSH shall make available PHI to patients when requested in accordance with 45 C.F.R. § 164.524. DSH shall make available PHI for amendment and incorporate amendment in accordance with 45 C.F.R. § 164.526. DSH shall also make available to County upon request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

With respect to PHI, DSH agrees to use and disclose PHI only as outlined in this Agreement, the Early Access and Stabilization Services Agreement, Agreement #21-79016-000, or as otherwise permitted or required by law.

When an obligation under this Agreement requires DSH to carry out County's obligation under Subpart E of 45 C.F.R. Part 164, DSH shall comply with the requirements of Subpart E that apply to County in performance of its obligations to County.

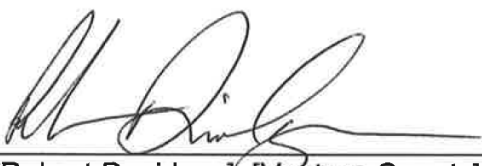
DSH shall make their practices, personnel, books, records, and policies regarding the use and disclosure of PHI available to the Secretary of the federal Health and Human Services when requested to determine the compliance of the covered entity Department.

DSH shall ensure in a written agreement that contractors, consultants, and subcontractors that create, receive, store, or transmit PHI on behalf of County agree to the same restrictions, requirements, conditions that apply to County with respect to PHI.

Upon termination of this Agreement, DSH shall return or destroy the PHI provided consistent with this Agreement. If the PHI cannot be returned or destroyed, DSH shall continue to safeguard the information and limit further uses or disclosure that make return or destruction infeasible. If circumstances change and, as a result, the PHI cannot be returned or destroyed consistent with this Agreement, DSH must inform the County within ten (10) days of an alternative method with description of PHI protections.

County Contract Manager	DSH Contract Manager
Captain Tim Lanquist Ventura County Sheriff's Office/Det. Svcs 600 Todd Road Santa Paula, CA 93009	Melanie Scott, Psy.D., Assistant Deputy Director (A) 1215 O Street, MS-9 Sacramento, CA 95814 Email: Melanie.Scott@dsh.ca.gov Telephone: 916-616-5703

 Date: 8/19/2022
Tracy Weyer, Psy.D., Department of State Hospitals, Assistant Chief Psychologist

 Date: 8-17-22
[Robert Davidson], [Ventura County], [Assistant Sheriff]