

CONTRACT TRANSACTION REQUEST (Internal)

If requested, return material to:
Contracts and Purchasing Bureau
M.S. 8-14-747

		DATE 4/9/15		AGREEMENT NUMBER 15-MOU-00576		
<input checked="" type="checkbox"/> Division: Administration Division Program: Child Welfare Data Analysis Bureau Attn: Fran Mason Mail Station: 19-13-84		<input type="checkbox"/> M.S. 9-4-71, Fiscal Systems <input type="checkbox"/> M.S. 9-4-72, Fund Acct and Rept. (Enc) <input type="checkbox"/> M.S. 9-4-72, Fund Acct. and Rept. (Rec) <input type="checkbox"/> M.S. 9-5-84, Financial Services (Pay) <input type="checkbox"/> Information Security Officer		<input type="checkbox"/> M.S. 8-5-161, LEGAL <input type="checkbox"/> PEER REVIEW <input type="checkbox"/> Other: M.S.		
<input type="checkbox"/> Budget Bureau <input type="checkbox"/> Performance Monitoring and Research Bureau						
CONTRACTOR NAME California Department of Health Care Services			TERM From: Upon approval Through: Until cancelled			
PURPOSE Agreement for the exchange of data between CDSS, DHCS and agreed counties and tribes. Global MOU Child Welfare Services.			TYPE OF DOCUMENT Memorandum of Understanding			
ACCOUNT TYPE <input type="checkbox"/> Payable <input type="checkbox"/> Receivable	AMOUNT \$0.00	INDEX CODE N/A	FUNDING TYPE	FUNDING SOURCE <input type="checkbox"/> Federal <input type="checkbox"/> State	PCA N/A	
CONTRACT OFFICER Rosa Sanchez			TELEPHONE (916) 657-2364	FAX NUMBER (916) 657-2362		
<input type="checkbox"/> Please review and comment on the attached proposed Agreement or amendment, sign below, and return by <input type="checkbox"/> Please forward a Board Resolution. Contracts in excess of \$5,000 by State Boards must be accompanied by a copy of the resolution authorizing the Agreement. <input type="checkbox"/> Please encumber funds for the attached Agreement and return to the Contracts and Purchasing Bureau. <input checked="" type="checkbox"/> We are forwarding a copy of the fully executed Agreement. <input type="checkbox"/> Requestor is responsible for approving the appropriate expenditures within contract limitations, ensuring contractor compliance with contractor responsibilities as identified in the attached contract, and distributing all progress and final reports. Contract irregularities are to be reported to the Contracts and Purchasing Bureau. <input type="checkbox"/> Requestor is responsible for evaluating contractor's performance for compliance with the terms of the contract within 60 days after completion of the contract. The attached STD 4, Contract/Contractor Evaluation, must be completed and submitted to the Contracts and Purchasing Bureau before <input type="checkbox"/> Requestor must notify the Business Services Bureau, Safety/Security Section of contractors providing on-site service at 744 P Street. <input type="checkbox"/> The contract has been terminated. Please disencumber funds effective <input type="checkbox"/> The pending contract has been canceled. The cancellation was authorized by <input type="checkbox"/> Other:						
REVIEWER COMMENTS/SIGNATURE:						
<input type="checkbox"/> Acceptable as is.		<input type="checkbox"/> Acceptable with revisions. See attached marked up contract.		<input type="checkbox"/> No impact on my area of responsibilities.		
SIGNATURE (Bureau Chief or above)		BUREAU		DATE		
ENCUMBRANCE INFORMATION						
FISCAL YEAR	INDEX	OBJECT	AGENCY	PCA / AMOUNT	CFDA #	
IF FEDERALLY FUNDED, PROVIDE THE FOLLOWING INFORMATION:						
CFDA TITLE	CFDA NUMBER	AWARD NAME	AWARD NUMBER	AWARD YEAR	NAME OF FEDERAL AGENCY	R & D (Y or N)

GLOBAL MEMORANDUM OF UNDERSTANDING CHILD WELFARE SERVICES

I. RECITALS

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Social Services (CDSS), the California Department of Health Care Services (DHCS), and those California Counties and Title IV-E Tribes that have agreed to the terms and conditions of this MOU by becoming signatories to this MOU (hereafter "parties"); to set forth the terms and conditions for the exchange of confidential data, collected and retained by CDSS and DHCS (Department(s)), for the purpose of matching the confidential data, hereinafter referred to as 'matched data,' to administer and implement the applicable federal and/or state health and public social service programs described herein. This MOU also sets forth the terms and conditions imposed on each Department, when it is necessary for program purposes, to share identifiable and de-identified matched data with signatory California counties and Title IV-E Tribes (hereafter "counties or tribes"), authorized entities and de-identified data with the public.

CDSS and DHCS, pursuant to Welfare and Institutions Code (WIC), Division 9, § 10000 *et seq.*, are responsible for the administration and delivery of public social services.

WIC § 10051 defines 'public social services' as:

"... activities and functions of state and local government administered or supervised by the department or the State Department of Health Services and involved in providing aid or services or both, including health care services and medical assistance, to those people of the state who, because of their economic circumstances or social conditions, are in need thereof and may benefit thereby."

Specifically, CDSS is the single state agency under Title IV of the Social Security Act that is responsible for oversight of county and community agencies in the implementation of child welfare services programs which includes services for children in foster care and other services provided on behalf of children who are or are alleged to be the victims of child abuse, neglect, or exploitation. CDSS responsibilities include, but are not limited to, implementing the state Health Care Oversight Plan under Title IV-B and IV-E to ensure that the physical and mental health needs of children in foster care are identified and met. Pursuant to WIC § 10850, CDSS is authorized to provide confidential data to county public agencies, private agencies, and Native American tribes with a Title IV-E agreement pursuant to WIC § 10553.1 (hereinafter Title IV-E tribe) that are directly connected with the administration of these programs by providing, or securing, public social services, for or on behalf of applicants or recipients.

Specifically, DHCS is the single state agency under Title XIX of the Social Security Act that is responsible for operating and overseeing the federal Medicaid program in California, hereafter referred to as Medi-Cal. DHCS responsibilities, include, but are not limited to, ensuring high-quality and efficient health care services are provided to Medi-Cal beneficiaries, which categorically include children in foster care and former foster youth who attain age 18 while in a foster care placement. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), DHCS is authorized to provide and exchange protected health information (PHI) of an individual for the purposes of treatment, payment, and health care operations (See 45 CFR § 164.502). Health care operations includes: (a) quality assessment and improvement activities, including case management and care coordination; (b) competency assurance

activities, including provider or health plan performance evaluation, credentialing, and accreditation; (c) conducting or arranging for medical reviews, audits, or legal services, including fraud and abuse detection and compliance programs; (d) specified insurance functions, such as underwriting, risk rating, and reinsuring risk; (e) business planning, development, management, and administration; and (f) business management and general administrative activities (See 45 CFR§ 164.501).

Specifically, pursuant to WIC §10800, the counties are responsible for the administration and provision of public social services, including child welfare services, in each county of the state. The provision of public social services in the counties must comply with state and federal laws including the regulations of the CDSS and DHCS. Further, Title IV-E tribes, through their agreements with either the State or directly with the federal government, are responsible for ensuring the health and safety of children or non-minor dependents receiving child welfare services under the jurisdiction of the tribe.

Based on the federal and state authority of each Department, the obligation of the counties and Title IV-E tribes to administer public social services, and for the purpose of complying with each Department's respective and mutual responsibilities and requirements as it pertains to children or non-minor dependents receiving child welfare services and former foster youth, the parties hereby agree to the following terms and conditions in the exchange of confidential data and use of matched confidential data.

II. PURPOSE

The parties agree to the exchange of both confidential and non-confidential data. The use and disclosure of such data shall be limited to the following purposes:

1. Analysis and reporting for the purposes set forth in 42 USC § 622(b)(15) which includes, but is not limited to:
 - a) Ongoing oversight of health care services for any children or non-minor dependents receiving child welfare services;
 - b) Ensuring a coordinated strategy to identify and respond to the health care needs of children or non-minor dependents receiving child welfare services; and
 - c) Ensuring Medi-Cal enrollment for former foster youth up to age 26 and, through data sharing, facilitating the extension of Medi-Cal enrollment of existing foster care youth up to age 26 as they exit the program.
2. Analysis, reporting, and auditing to provide ongoing administration, operation oversight, coordination, program monitoring, and evaluation of health treatment, including mental health services and pharmaceutical services to children or non-minor dependents receiving child welfare services.
3. Reporting federal Adoption and Foster Care Analysis and Reporting System (AFCARS) data elements as described per § 479 of the Social Security Act and 45 CFR § 1355.
4. To share amongst the parties, as applicable and appropriate, matched data containing confidential information and de-identified data, reports and analyses based upon matched data to support the administration and provision of public social services to children or non-minor dependents receiving child welfare services.

III. DEFINITIONS

"Breach" shall have the meaning given to such term under HIPAA and the HIPAA regulations and includes any known or suspected information security incidents (intentional or unintentional, that cause or may cause loss, damage, destruction, misuse, or unauthorized disclosure of information, as provided in the Social Security Administration Information Exchange Agreement (SSA IEA)); the CDSS Confidentiality and Security Requirements for California State Agencies; and the California Information Practices Act.

"Children or non-minor dependents receiving child welfare services" means children or non-minor dependents on whose behalf the county child welfare agency or probation department is providing child welfare services as described in WIC § 16501(a). This includes, but is not limited to, the following:

1. Children and non-minor dependents who are dependents of the juvenile court or are receiving voluntary child welfare services.
2. Children and non-minor dependents who are wards of the juvenile court and are in a foster care placement.
3. Children and non-minor dependents who are receiving child welfare services provided by a tribe with a Title IV-E agreement.

"Confidential data" means Information that identifies or is substantially likely to identify an individual and that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws, including but not limited to WIC 10850. As used in this MOU Confidential data may include Protected Health Information (PHI), or Individually Identifiable Health Information as defined in HIPAA, 45 CFR 160.103; or "Limited data set (LDS)" as defined in 45 CFR 164.514; or Personal Information (PI), as defined in California Civil Code, §§ 1798.3, 1798.24 and 1798.29; or Personally Identifiable Information (PII), as defined in the Social Security Administration Information Exchange Agreement (SSA IEA) and DHCS Business Associate Addendum (BAA).

"Counties" means the largest political subdivision of the State having corporate powers (Govt. Code section 23000). As used in this MOU counties refers to the current 58 counties of California.

"Data" is a representation of facts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automated means. As used in this MOU data would refer to information related to children receiving child welfare services or non-minor dependents or former foster youth.

"Alcohol and Drug Abuse Patient Records data" covered by 42 CFR Part 2, is excluded from this MOU.

"De-identified data" means information that does not identify an individual such that there is no reasonable basis to believe that the information provided can be used to identify an individual. HIPAA provides that data can be considered de-identified if a person experienced in statistical methods for rendering information not identifiable determines the risk is small that the information could be used to identify an individual or specific identifiers identified in the HIPAA regulations are removed (45 CFR 164.514(a) and (b)(1) or (b)(2)). De-identified data is not PHI.

"Department(s)" means the California Department of Social Services and/or the California Department of Health Care Services.

"Former Foster Youth" means a former non-minor dependent, as defined by WIC § 11400(v), who was in foster care on his or her 18th birthday and is under the age of 26 at the time of any request for data, regardless of whether the youth is receiving any child welfare service.

"Matched data" means the combining of confidential health and child welfare services information from a covered entity to a business associate for analyses and use that relates to the health care and child welfare services operations of the respective entities (also known as data aggregation under 45 CFR 164.501).

"Personal Information" (PI) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual." (CA Civil Code section 1798.3)

"Personally Identifiable Information" (PII) is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. An item such as date and place of birth, mother's maiden name, or father's surname is PII, regardless of whether combined with other data. (Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration, ver. 6.0.2, (April 2014) p. 9)

"Protected Health Information" (PHI) means individually identifiable health information. (45 CFR 160.103).

"Security Incident" means any event (intentional or unintentional) that causes the loss, damage to, destruction, misuse or unauthorized disclosure of CDSS/DHCS information assets.

"Use" means the sharing, employment, application, utilization, examination or analysis of data. (45 CFR 160.103).

IV. CONFIDENTIAL DATA REQUESTS

A. Identification of Confidential Data

The parties agree to identify and share with each other data which is collected and retained by each party pertaining to children or non-minor dependents receiving or previously receiving child welfare services. The only data exchanged will be for the stated purposes in section II, in order to comply with HIPAA. Data will include, but not be limited to, the following categories of information:

- Eligibility Data,
- Demographic Data,
- Social Services Data,
- Medical Data,
- Mental Health Data, and
- Payment Data.

B. Tracking Process for Exchange of Data

Within 30 days of the execution of this MOU, CDSS and DHCS shall develop, following consultation with counties and tribes, and agree upon a written request and response process for the exchange of data between the parties. This process shall include a tracking system for logging each data request, extract, exchange, and match, as applicable. Development and agreement regarding this process shall not forestall data sharing consistent with the terms of this MOU in advance of that process; however, formal record of such data sharing shall be made pursuant to the process once the process has been agreed upon.

At the time of a request for data, the applicable parties shall mutually assess and agree upon the purpose of the data and the intended retention period for the data based upon its purpose and use by the parties. At the expiration of the agreed upon purpose for the data and matched data sets the data shall be returned or destroyed pursuant to the HIPAA Business Associate Addendum (Exhibit A) and the CDSS Confidentiality and Security Requirements (Exhibit C) unless the parties mutually agree in writing to a new purpose and retention period for the data and matched data sets. At minimum, the tracking system shall include:

1. Identification of the individual(s) responsible in each party to receive data and data requests, authorize the exchange or provision of data for his/her party, and be responsible for providing the requested data to the other party.
2. A log that tracks each data set requested, extracted, exchanged and/or matched, under this MOU. The log must include, at a minimum, the following about the data to be exchanged:
 - a) Data elements;
 - b) Population;
 - c) Relevant time period;
 - d) Purpose;
 - e) Request date;
 - f) Delivery date;
 - g) Retention period;
 - h) Frequency of data provision;
 - i) Authority; and
 - j) Person who reviewed and authorized the release, pursuant to the written request.

C. Process for Requesting Data and Matched Data

1. The requesting party shall provide to the providing party's Project Representative identified pursuant to Section B(1) of this MOU a written request for data and/or matched data using prescribed formats and following the agreed upon data request process. The written request shall describe the information requested, including but not limited to the purpose and intended use of the requested data; the authority for the intended use of the data; how the intended use is in accordance with the purposes of this MOU; and who the intended users are.

2. The request shall also include information regarding the following:

- a) Population;
- b) Relevant time period;
- c) Request date;
- d) Delivery date;
- e) Retention period; and
- f) Frequency of data provision;

Upon receipt of the written request, the applicable parties will evaluate the request for completeness, for compliance with this MOU and applicable laws. Requests shall be prioritized, if necessary, at the sole discretion of the data owner, although reasonable effort shall be made to accommodate the needs of the requesting party. If the data or matched data will be provided by the DHCS or CDSS to a county or tribe, then CDSS will coordinate the planning, format, and delivery with the requesting party.

D. Data Sharing between the Parties in Compliance With All Applicable Laws

1. Each party shall be responsible for ensuring that any data that is shared, matched, exchanged or used is done so in compliance with all applicable state and federal laws.
2. When CDSS is accessing or using confidential data provided by DHCS, CDSS agrees to comply with the provisions of the DHCS HIPAA Business Associate Addendum (Exhibit A), the IEA SSA and DHCS Agreement (Exhibit B.1), attached to this MOU and all Federal and State privacy and security laws.
3. When DHCS is accessing and using confidential data provided by CDSS, DHCS agrees to comply with the provisions of the CDSS Confidentiality and Security Requirements for California State Agencies (Exhibit C), the IEA SSA and CDSS Agreement (Exhibit B.2), and all Federal and State privacy and security laws.
4. Matched confidential data furnished by CDSS and/or DHCS that is transmitted to other parties to this MOU is subject to the DHCS HIPAA Business Associate Addendum (Exhibit A), CDSS Confidentiality and Security Requirements (Exhibit C), the SSA agreements, (Exhibits B.1 and B.2), and all federal and state privacy and security laws.
5. Matched confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Matched confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use the data for the purposes authorized under this MOU.
6. Each party shall maintain a written record of staff authorized to access and who have accessed (users) the confidential data that has been exchanged pursuant to this MOU. Each party shall provide a copy of its users that have accessed the confidential data provided pursuant to this MOU, to other parties upon request.
7. Pursuant to this MOU and for purposes of their respective program responsibilities, either party may transmit confidential data, matched data sets, and reports regarding children or non-minor dependents receiving child welfare services. Data and matched datasets containing confidential data may be shared only for purposes directly connected with the administration of child welfare services or health care services.

When transmitting confidential data to another party, both the sending and receiving party shall comply with all appropriate privacy and security requirements and procedures, including the use of encryption.

E. Data Sharing Activities

The parties shall mutually engage in the following activities to support the data sharing between the parties authorized by this MOU by:

1. Participating in the planning and design of the exchange of data.
2. Providing access to completed data extracts and matches, in a manner and at a time mutually agreed upon.
3. Requesting additional information from the data extracts and matched data sets, as needed by either party for administrative purposes, including verifying and tracking the provision of information or services to applicants for and recipients of programs.

F. Breach Response Process by the Parties for Matched Data

1. The party in possession of the data when the breach occurs and who experiences the breach will be responsible for reporting to all pertinent parties, for complying with all applicable laws, and for all costs and liabilities related to the breach.
2. If CDSS is responsible for a breach, CDSS will report the breach to and comply with DHCS HIPAA Business Associate Addendum (Exhibit A) and the DHCS' SSA agreement (Exhibit B.1).
3. If DHCS is responsible for the breach of CDSS provided data, DHCS will report the breach to and comply with CDSS' Confidentiality and Security Requirements (Exhibit C) and the CDSS SSA agreement (Exhibit B.2).
4. If a county or tribe is responsible for the breach, the county or tribe will be responsible for the breach notifications and reporting the breach to CDSS and DHCS as set forth in the DHCS HIPAA Business Associate Addendum, (Exhibit A); the CDSS Confidentiality and Security Requirements (Exhibit C), and the SSA agreements, (Exhibits B.1 and B.2).
5. The persons to be notified and the process for notice in the event of a breach are identified in the DHCS HIPAA Business Associate Addendum (Exhibit A) and CDSS Confidentiality and Security Requirements (Exhibit C) except that the contact information for CDSS and DHCS are:

Nola Niegel
Acting Information Security Officer
Information Systems Division
California Department of Social Services
744 P Street, M.S. 9-9-70
Sacramento, CA 95814
(916) 654-0694
iso@dss.ca.gov

DHCS Privacy Officer	DHCS Information Security Officer
Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440- 7000 or (800) 579- 0874

V. RESPONSIBILITIES FOR DATA DISSEMINATION OUTSIDE OF THE PARTIES OF THE MOU

A. De-identified Data Released to Entities Outside of the Parties

De-identified data or reports containing only de-identified data provided pursuant this MOU to the parties may be transmitted to outside parties. Data shall be de-identified in compliance with HIPAA and other applicable laws and regulations, and the process for de-identification of data provided herein.

B. Data Sharing by Parties with Authorized Entities or Contractors

Parties to this MOU may provide confidential or de-identified data, including matched data, to authorized entities or contractors that have contracted with the parties for the provision of program services to children or non-minor dependents receiving child welfare services if the parties have determined that it is necessary for their ongoing, administration, oversight, monitoring, evaluation, and reporting responsibilities. All such contracts must include the Exhibits to this MOU. All data provided to authorized entities or contractors shall meet the minimum necessary requirements of HIPAA.

C. Articles for Publication

1. CDSS/DHCS

CDSS and DHCS may participate in the writing and reviewing of each other's reports and articles that refer to or include information regarding the subject matters of this MOU that are intended for publication. For the purpose of this MOU, publication means that an article or report is intended to be provided or made available to the general public. This includes posting reports, articles or data on the Internet or in any other public medium or forum. Only de-identified information as defined by HIPAA shall be used for publishing reports and/or articles that may or are made available to the public. The process for de-identified data provided herein shall be used by the departments for reaching mutual agreement on articles and reports for publication. This paragraph does not apply, and mutual agreement by CDSS and DHCS is not required, for reports (such

as outcome measures) that are produced by CDSS or DHCS in the ordinary course of the operation or administration of their own programs using only data in their respective systems.

2. County or Tribe

Matched confidential data released to counties shall not be used for publications produced by the counties or tribes. Only de-identified information as defined by HIPAA shall be used for publishing reports and/or articles that may or are made available to the public.

D. Other Special Reports and Analyses by the Parties

The parties may develop other special reports such as regional/geographic analyses, demographic variations, and so forth under this MOU for each party's internal use. Only de-identified data shall be included in any published analyses or reports.

E. Process for De-identification

1. CDSS/DHCS

Each Department is responsible for determining the sufficiency of the HIPAA de-identification determination for its intended use of the de-identified data by the Department. Prior to implementing the intended use of the de-identified data each Department agrees to provide to the other Department for review, the proposed de-identified data to be used. If the reviewing Department disagrees with the de-identification determination that has occurred, the reviewing Department shall notify the Department of its assessment and objections within five working days of receiving the de-identified data. If the Departments cannot agree within 10 working days following the notification of objections to the de-identified data, the matter shall immediately be referred to the first level of the Dispute Resolution Process using the Form, Exhibit D.

2. County or Tribe

Each county or tribe is responsible for determining the sufficiency of the HIPAA de-identification determination for its intended use of the de-identified data by the county or tribe. Prior to the intended use of the de-identified data the county or tribe agrees to provide to the Departments relevant information related to the de-identification. If either of the Departments disagrees with the de-identification determination of the county or tribe that has occurred and the parties cannot agree within 10 working days, the matter shall immediately be referred to the first level of the County or Tribe Dispute Resolution Process using the Form, Exhibit D.

F. Miscellaneous Requests for Data – PRA

1. CDSS/DHCS

In the event either Department receives a Public Records Act (PRA) request, a subpoena, litigation-related request, or any other request for the confidential information that is the subject of this MOU and not otherwise provided for herein, the Department receiving the request shall immediately notify the other Department and meet and confer as necessary on the appropriate response to the request.

2. County or Tribe

In the event that a County or Tribe receives a Public Records Act (PRA) request, a subpoena, litigation-related request, or any other request for the confidential information that is the subject of this MOU and not otherwise provided for herein, the county or tribe shall immediately notify the Project Representatives of both Departments and meet and confer as necessary on the appropriate response to the request.

G. Consent - CDSS/DHCS

If any issues of whether consent is needed from children or non-minor dependents receiving child welfare services before confidential data can be used or shared with third parties for the purposes of this MOU, DHCS and CDSS agree to meet and confer, and within 30 days to mutually agree, on a form or process for gaining the consent of the children or non-minor dependents receiving child welfare services or the child's representative.

H. Existing Data Use Agreements Between CDSS and DHCS

At the time of the execution of this MOU, there are existing data use agreements between CDSS and DHCS directly related to the purposes of this MOU. These existing agreements shall continue in full force and effect until their expiration, at which time their purposes and provisions shall be incorporated into and made a part of this MOU as though fully set forth herein.

VI. TERM

A. CDSS/DHCS

The term of this MOU shall commence upon the approval and signature of the Director of both Departments and shall continue in effect until cancelled by either Department. Written notice of cancellation shall be provided by the cancelling Department to the other Department no later than 180 days prior to the specified cancellation date.

B. County or Tribe

The term of this MOU with each county or tribe shall commence upon the approval and signature of the County or Tribe and continue in effect until cancelled by the Departments or County or Tribe. Written notice of cancellation shall be provided by the cancelling party to the Department(s), county or tribe or by the Department(s) to the county or tribe no later than 180 days prior to the specified cancellation date.

VII. PAYMENT

There is no compensation payable to any of the parties in connection with this MOU.

VIII. AMENDMENT PROCESS

A. Non-Substantive Changes by the Parties

Any party may propose written non-substantive changes or revisions to the information, activities and tasks of this MOU without amendment provided such changes do not alter the

overall goals and basic purpose of the MOU. The changes will be effective upon the mutual agreement of the affected parties. The addition of individual Counties or Tribes to this MOU, as provided herein, shall be a non-substantive change and shall not require a formal amendment.

B. Substantive Changes by the Parties

A party, during the term of this MOU, may propose a substantive change or amendment to the terms of this MOU. Such changes or amendments shall be proposed in writing to the other parties, and the parties agree to meet and confer within 10 working days to discuss or negotiate the proposed changes. The agreed-upon changes to this MOU shall be made through an expedited amendment process that will be reviewed and approved by each party's executive, program and legal staff and signed by the party's Director or designee. The expedited amendment will be completed and processed within 30 days unless this time is extended by the parties. This expedited amendment shall be binding on all parties upon the approval and signature of the parties' Directors or their designee.

IX. DISPUTE RESOLUTION PROCESS

A. CDSS/DHCS

If a dispute arises between DHCS and CDSS, the Departments must seek resolution using the process outlined below.

1. The aggrieved department should first informally discuss the problem with the Project Representative and Contract Manager of the other Department. If the problem cannot be resolved informally, the aggrieved Department must direct the grievance together with any evidence, in writing, to the Chief Deputy Director of the other department. The grievance must state the issues in dispute, the legal authority or other basis for the Department's position and the remedy sought. The Chief Deputy Director must render a decision within ten (10) working days after receipt of the written grievance. The Chief Deputy Director shall respond in writing to the aggrieved Department indicating his/her decision and the reason(s) therefore. Should the aggrieved Department disagree with the Chief Deputy Director's decision, the aggrieved Department may appeal to the second level.
2. When appealing to the second level the aggrieved Department must prepare an appeal indicating the reasons for disagreement with the Chief Deputy Director's decision. The aggrieved Department shall include with its appeal a copy of its original statement of dispute along with any supporting evidence and a copy of the Chief Deputy Director's decision. The appeal shall be addressed to the Health and Human Services Agency (HHSA) Secretary or his/her designee within ten (10) working days from receipt of the Chief Deputy Director's decision. The HHSA Secretary or his/her designee shall meet with the aggrieved Department to review the issues raised. A written decision signed by the HHSA Agency Secretary or his/her designee shall be directed to the aggrieved Department within twenty (20) working days of receipt of the second level appeal.

B. County or Tribe

If a dispute arises between the Departments and a County or Tribe, the County or Tribe must seek resolution using the process outlined below.

1. The aggrieved party should first informally discuss the problem with the Project Representative and Contract Manager of the other party. If the problem cannot be resolved informally, the aggrieved party must direct the grievance together with any evidence, in writing, to the Program Branch Chief of the Project Representative for Department(s) or designee for the Tribe or County, as applicable. The grievance must state the issues in dispute, the legal authority or other basis for the party's position and the remedy sought. The party receiving the grievance must render a decision within ten (10) working days after receipt of the written grievance of the other party. The grievance shall be responded to in writing to the aggrieved party indicating their decision and reasons therefore. Should the aggrieved party disagree with the decision, the aggrieved party may appeal to the second level.
2. When appealing to the second level the aggrieved party must prepare an appeal indicating the reasons for disagreement with the decision by the other party. The aggrieved party shall include with its appeal a copy of their original statement of dispute along with any supporting evidence and a copy of the prior decision of the other party. The aggrieved party shall address the appeal to the other party's second level appeal designee within ten (10) working days from receipt of the written decision of the other party. (For the Departments the second level appeal designee will be the Deputy Director of the division in which the branch is organized, or his/her designee; for the County or Tribe the second level appeal will be to the County or Tribes designee.) The second level appeal designee shall meet with the aggrieved party to review the issues raised. A written decision signed by the second level appeal designee shall be directed to the aggrieved party within twenty (20) working days of receipt of the second level appeal.

X. SURVIVAL

The privacy, confidentiality, and security provisions of this MOU survive the termination or expiration of this MOU.

XI. INCORPORATED EXHIBITS

The following exhibits are incorporated herein, and made a part hereof by this reference:

1) Exhibit A	HIPAA Business Associate Addendum	15 pages
2) Exhibit B.1	IEA SSA and DHCS Agreement	74 pages
3) Exhibit B.2	IEA SSA and CDSS Agreement	77 pages
4) Exhibit C	CDSS Confidentiality and Security Requirements for California State Agencies	6 pages
5) Exhibit D	Form for Dispute Resolution	1 page

XII. PROJECT REPRESENTATIVES AND SIGNATORIES

The project representatives during the term of this MOU from the California Department of Social Services will be:

Project Representative	Contract Manager
Akhtar Khan Branch Chief or designee Research Services Branch	Alicia Sandoval Child Welfare and Data Analysis Bureau Research Services Branch
(916) 653-1800 Akhtar.Khan@dss.ca.gov	(916) 653-1812 Alicia.Sandoval@dss.ca.gov

The project representatives during the term of this MOU from the California Department of Health Care Services will be:

Project Representative	Contract Manager
Linette Scott Deputy Director or designee Information Management Division	Angelique Lastinger Information Management Division
(916) 440-7639 Linette.Scott@dhcs.ca.gov	(916) 332-8573 Angelique.Lastinger@dhcs.ca.gov

Either department may make changes to the project representatives above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement. Each County or Tribe signing this MOU will designate and identify to the Departments the Project Representative for the County or Tribe that will be the single point of contact with the Departments for County or Tribe to receive and make requests for data to the Departments.

XIII. COUNTY AND TRIBE - PROJECT REPRESENTATIVES AND SIGNATORIES

By signing this MOU, the County or Tribe signatory represents that he or she has authority to bind and obligate the specific County or Tribe the signatory represents. On behalf of the County or Tribe the signatory agrees to the terms, conditions and obligations of this MOU including but not limited to ensuring the integrity, security, and confidentiality of all data provided by the Departments. In addition, the signatory is responsible for permitting disclosure or any distributions of the data to other County or Tribe entities or users and to permit only those disclosures and uses that are consistent with this MOU and as permitted by law.

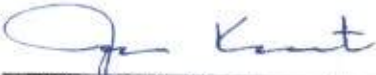
This Memorandum of Understanding is not effective until signed by all parties.

California Department of Social Services

By: 
Will Lightbourne, Director

Date: 4/8/15

California Department of Health Care Services

By: 
Jennifer Kent, Director

Date: 4/8/15

SIGNATURE PAGE FOR COUNTY

This Memorandum of Understanding is not effective until signed by all parties.

By: Estelle Dennell

Date: 10/13/2015