

AMENDMENT NO. 2

MEMORANDUM OF UNDERSTANDING

Between

County of San Bernardino

(Department of Behavioral Health)

and

Housing Authority of the County of San Bernardino

for

Veteran Housing Initiative Program

April 19, 2016 – June 30, 2021

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING, dated as of July 1, 2020 (this Amendment), is entered into by and between the COUNTY OF SAN BERNARDINO, a public body, corporate and politic (County) and the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation (HACSB).

WHEREAS, the County and HACSB entered into that certain Memorandum of Understanding, dated April 19, 2016 (the "MOU"); and

WHEREAS, the County and HACSB now desire to amend the term of the MOU;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and HACSB agree as follows:

- I. SECTION II **DEFINITIONS**, paragraphs R, S, and T are hereby added to read as follows:
 - R. Authorization for Release of Protected Health Information - A HIPAA compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
 - S. Personally Identifiable Information (PII) - PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, SIMON number/medical record number, etc.)
 - T. Protected Health Information (PHI) - PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20

U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

II. SECTION III **HACSB SERVICE RESPONSIBILITIES**, paragraph C is hereby amended, paragraph J is hereby added to read as follows:

C. Maintain Authorization for Release of Protected Health Information (PHI) for each participant in the program to ensure one communication between DBH and HACSB.

J. Client Privacy

1. Review applicable DBH policies, procedures, and/or requirements and assure any assigned staff required to perform services under this Agreement adhere to said policies, procedures, and requirements. This may include, but is not limited to policies, laws and regulations pertaining to protection of client privacy and appropriate safeguarding measures.
2. Should HACSB require the need to obtain PHI of a DBH client, HACSB must follow appropriate methods of obtaining authorization to access PHI. This includes through a valid court order or subpoena or a signed Authorization for Release of PHI (this form can be obtained by DBH and is located on the DBH website forms index).

III. SECTION IV **DBH RESPONSIBILITIES**, paragraphs Q, and R are hereby added to read as follows:

Q. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with HACSB and in the performance of required services.

R. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability PHI transmitted or maintained in any form or medium.

IV. SECTION V **MUTUAL RESPONSIBILITIES**, paragraph G is hereby added to read as follows:

G. Privacy and Security

1. Both parties shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and HACSB shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) PHI or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, both parties shall adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone in conjunction with any other information to identify an individual.
3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII

Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, HACSB agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. HACSB shall cooperate

and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

4. Both parties shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

V. SECTION VIII **TERM** of the MOU is hereby amended to read as follows:

This MOU is effective as of April 19, 2016 and expires June 30, 2021, but may be terminated earlier in accordance with the Early Termination Section of this MOU.

VI. **ATTACHMENT A** – San Bernardino County Mental Health Plan Grievance Procedure is hereby removed.

VII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[END OF AMENDMENT]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and the County of San Bernardino have entered into this Amendment No. 2 as of the date first set forth above.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 23 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By *[Signature]*
Deputy


HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

DocuSigned by:
By ▶ *Maria Razo*
302845B57CA34E5
(Authorized signature - sign in blue ink)

Name Maria Razo
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: 6/10/2020

Address 715 E. Brier Drive
San Bernardino, CA