

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

AMONG

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES), THE COUNTY OF HUMBOLDT, THE CITY OF RIO DELL, AND OTHER ENTITIES SUPPORTING THE RECOVERY EFFORTS RELATED TO THE STATE OF EMERGENCY DECLARATION RE: THE HUMBOLDT EARTHQUAKE DATED DECEMBER 20, 2022

1. INTRODUCTION AND PURPOSE.

The California Governor's Office of Emergency Services (Cal OES), the County of Humboldt, California, the City of Rio Dell, California, as well as additional entities, which may be added by having them sign this Agreement, each a "Party" and collectively the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA or Agreement) to govern the collection, use, access, disclosure, security, and retention of data and information. The purpose of the ISAA is to enable the parties to share personal information as defined by California Civil Code section 1798.3, among the Parties in order to support assistance to survivors of the Humboldt Earthquake.

2. AUTHORITIES. This ISAA is authorized by:

- a. California Disaster Assistance Act (Gov. Code § 8680 et seq.);
- b. California Emergency Services Act (Gov. Code § 8550 et seq.);
- c. California Information Practices Act (Civil Code § 1798 et seq.).

3. BACKGROUND.

- a. Governor Newsom declared a State of Emergency on December 20, 2022 following a 6.4 earthquake centered near the City of Rio Dell in Humboldt County, California.
- b. This declaration authorizes the State of California to provide various forms of relief under the California Emergency Services Act and the California Disaster Assistance Act.
- c. Personal information collected by various Parties to this Agreement is needed in order to assist survivors of the Humboldt Earthquake in order to

determine eligibility, as well as to direct and refer survivors to all possible sources of disaster assistance. Survivor personal information is protected by the California Information Practices Act, the California Consumer Privacy Act, the California Privacy Rights Act, and other state and federal laws.

- d. As authorized by Civil Code § 1798.24(d-f).

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

- a. **BREACH:** A privacy incident, involving personal information that is in the possession and/or control of a Party or any entity with which the Party shares the personal information, constitutes a breach of this Agreement, notwithstanding whether such incident is the result of a negligent or intentional act or omission on the part of the Party and/or aforementioned entities.
- b. **INCIDENT:** (a) The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to personal information in usable form, whether physical or electronic; and/or (b) any violation of any of the terms of this Agreement. The term encompasses both suspected and confirmed incidents.
- c. **PERSONAL INFORMATION:** The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual’s 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.
- d. **PRIVACY INCIDENT:** A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure personal information in usable form, whether physical or electronic, or when authorized users access survivor personal information for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving personal information which raise a reasonable risk of harm.
- e. **COMPUTER MATCHING:** Any computerized comparison of two or more automated systems of records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments to survivors.

5. RESPONSIBILITIES.

- a. Each Party's responsibilities under this ISAA are as follows:
 - i. Employ appropriate technical, physical, and administrative safeguards to secure any and all personal information shared under the provisions of this ISAA, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use;
 - ii. Transmit the survivor personal information and related information via encrypted (password protected) files in email to official governmental email addresses or an official business/organizational email address for non-profit organizations that are signatories to this Agreement, and listed as Technical Points of Contact in Section 6, with password provided in a subsequent email or by phone;
 - iii. Provide user access instructions and proper handling and protection of survivor personal information;
 - iv. The Party originally providing survivor personal information shall ensure that survivor personal information is accurate, complete, and up-to-date as reasonably necessary;
 - v. Instruct all individuals with access to the survivor personal information regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of survivor personal information covered by this Agreement;
 - vi. Employ appropriate technical, physical, and administrative safeguards to secure any and all survivor personal information shared under the provisions of this ISAA, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use;
 - vii. Limit access to survivor personal information only to personnel who are administering disaster assistance to survivors on behalf of Cal OES. This includes all entities and individuals listed in paragraph 6 as points of contact.

6. TECHNICAL POINTS OF CONTACT.

- a. Cal OES points of contacts are as follows:

Name
Title Cal OES
Phone
E-mail Address

Name
Title Cal OES
Phone
E-mail Address

Name
Title Cal OES
Phone
E-mail Address

- b. County of Humboldt points of contact are as follows:

Name
Title County of Humboldt
Phone
E-mail Address

Name
Title County of Humboldt
Phone
E-mail Address

Name
Title County of Humboldt
Phone
E-mail Address

- c. City of Rio Dell points of contact are as follows:

Name
Title City of Rio Dell
Phone
E-mail Address

Name
Title City of Rio Dell
Phone

E-mail Address

Name

Title

City of Rio Dell

Phone

E-mail Address

- d. [add additional Party points of contact here.]
 - e. No Party to this Agreement may make any change to a technical point of contact without written notice to the other Parties reasonably in advance of the proposed change.
 - f. Any notices required under this ISAA shall be sent to the technical points of contact at the email addresses provided or such other points of contact as the Parties may communicate to each other in writing.
- 7. SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law or regulation. If a term of this ISAA is inconsistent with such authority then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- 8. NO PRIVATE RIGHT.** This ISAA is an agreement among Cal OES, the County of Humboldt, the City of Rio Dell, and other entities providing disaster assistance to earthquake survivors. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, their officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the State of California, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- 9. FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that the California Legislature will appropriate funds for such expenditures.
- 10. ISSUE RESOLUTION.** The Parties understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.

- 11. RETURN OR DESTRUCTION OF PERSONAL INFORMATION.** If at any time during the term of the ISAA any part of survivor personal information, in any form, ceases to be required for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, the Party holding such personal information shall, within fourteen (14) days thereafter, promptly notify Cal OES, or, at Cal OES's written request destroy, un-install and/or remove all copies of such survivor personal information in the Party's possession or control, and certify to Cal OES that such tasks have been completed.
- 12. ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties with regard to information sharing.
- 13. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the Parties.
- 14. COUNTERPARTS.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- 15. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of all Parties and will remain in effect through the period of assistance provided by Cal OES for the disaster, including all time period extensions. The agreement may be extended by mutual written agreement of the Parties. Any Party may terminate this agreement upon written notice to the other Parties; however, the obligations to safeguard personal information shall survive the termination or expiration of this Agreement.
- 16. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT.** If a Party suspects, discovers or is notified of a data security incident or potential breach of security and/or privacy relating to survivor personal information, the Party shall immediately, but in no event later than one day (24 hours) from suspicion, discovery or notification of the incident or potential breach, notify **[insert appropriate party for notification purposes]**.
- 17. SECURITY AND/OR PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, **[insert name]** will investigate the incident and will consult the other Parties in order to diagnose, mitigate and manage the privacy incident. **[insert name]** will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

APPROVED BY:

California Governor's Office of Emergency Services

[Name] Date _____
[Title]

County of Humboldt

[Name] Date _____
[Title]

City of Rio Dell

[Name] Date _____
[Title]